

HIGHER PROCUREMENT CERTIFICATION NEEDS ASSESSMENT

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STATE DOCUMENTS

CPM Certification Needs Assessment

Introduction

The South Carolina Consolidated Procurement Code recognizes three distinct areas of procurement: information technology; construction, architectural, engineering, construction management, and land surveying services; and all other goods and services. To gain more control over their large procurements, information technology and all other goods and services, some agency procurement directors are asking to be approved for higher procurement certification in both areas. This concerns the Chief Procurement Officer for Information Technology and his staff because there are specific issues with regard to Information Technology that the agencies are not aware of that may affect the outcome of the solicitation, invite a protest, affect the state's liability, or break the law. This brings me to our problem: Should higher certification to buy Information Technology be granted, if so, to whom (agency or individual)?

Background

Under Section 11-35-1560, the Procurement Code grants each state agency the authority to conduct its own procurement under \$5,000.00 in actual or potential value and any agency that has received procurement certification pursuant to Section 11-35-1210 to handle the type and estimated value of the procurement. Section 11-35-1210 of the Code states that the South Carolina Budget & Control Board may assign differential dollar limits below which individual governmental bodies may make direct procurements not under term contracts. Before the Board grants higher dollar limits, the Office of General Services reviews the governmental body's internal procurement operation and certifies that it is consistent with the provisions of the Code and the Regulations, and makes a recommendation to the Board concerning higher dollar limits for a respective governmental body's procurement activities.¹

¹ SC Consolidated Procurement Code Section 11-35-1210

In 2004 the Budget and Control Board increased procurement authority for Information Technology and all other goods and services to \$25,000 for all agencies not already above this level. In order for an agency to be granted a higher limit by the Board, the agency must:

1. Contact the Materials Management Officer in writing for a review of the particular agency's internal procurement procedures manual for certification in any of the following four areas: (1) Goods and services; (2) Consultant services; (3) Construction and related professional services; (4) Information technology.
2. The Materials Management Officer shall review the particular governmental body's procurement activities to include, but not be limited to: (1) Adherence to provisions of the South Carolina Consolidated Procurement Code and these Regulations; (2) Procurement staff and training; (3) Adequate audit trails and purchase order register; (4) Evidences of competition; (5) Small purchase provisions and purchase order confirmation; (6) Emergency and sole source procurements; (7) Source selections; and (8) File documentation of procurements.
3. Upon favorable review, the Materials Management Officer consults with the Chief Procurement Officer responsible for the procurements in the area for which the increased limits are being requested. The recommendation of the Materials Management Officer and the Chief Procurement Officer are forwarded to the Budget and Control Board for consideration. The Budget and Control Board may assign the particular governmental body a dollar limit below which it may conduct the agency's procurements. Such certification shall be in writing and specify: (a) The name of the governmental body; (b) Any limits or restrictions on the exercise of the certification; and (c) The duration of the certification.²

The Problem

Over the years, Information Technology has become much more complicated and ever changing. As stated above, the Board certifies the agency for a specific limit and maybe for a specific time. In talking with the office of Audit and Certification, it may be years before they go back to that agency. We, in Information

² SC Budget and Control Board Procurement Regulation 19-445-2020

Technology feel this is not a prudent method of intrusting authority. We feel the authority has been presented to the agency based on methods, people and practices in place at the time the certification was granted. What happens when management at the agency changes or the procurement people present at the time of certification leave? Now, new people, with different levels of experience that may not be evaluated for years are buying under a certification limit granted under totally different circumstances.

The Chief Information Officer, for Information Technology, has denied all requests for higher certification because of the lack of knowledge and training about matters concerning information technology procurement by the procuring agencies and their procurement staff. Most of the data to back this theory lies in the procurements that have been sent to the State Information Technology Procurement Office, the experiences of the staff, and the interaction of the staff with agency procurement officials. Simply said, most of my project is based on empirical knowledge.

First of all, I will address the interaction with the agency procurement officials. On a daily basis, our staff acts as advisors to agency procurement officials. We interpret the SC Consolidated Procurement Code for them. All procurement officials should have a basic knowledge of the code as it applies to their daily work. However, I and all the Information Technology Management Office Staff, receive calls from Procurement officials on a daily basis asking questions such as:

I need to buy a printer, how many bids do I need?

We got quotes on an item, but a vendor bid a different item, we like it better, can we get it instead of the one we originally bid?

The vendor we want sent his bid in late, can we accept it, we really want his product.

If agency procurement officials need to rely on us for these types of answers, not only do we need to question whether to certify agencies to higher limits. We need to question their knowledge of the Code that governs their job. What do we do about this?

The SC Consolidated Procurement Code should be a guide and reference for all procurements no matter what the dollar limit. However, at higher the dollar limit, the procurements are more closely scrutinized. For instance, if an agency called three vendors to buy calculators worth \$10,000.00, there wouldn't really be much interest from the vendor community about why they didn't get the business. But, if a solicitation is issued for a network project worth \$2,000,000.00, then there is no doubt that all vendors that were interested would want to know why they didn't get the business. If the SC Consolidated Procurement Code is not followed, problems are created for all involved. For high dollar procurements, we know that the vendors and their attorneys know the Code and will challenge us and certainly challenge agencies if given the authority to buy at higher limits.

This creates yet another problem for the Chief Procurement Officer. All procurements over \$25,000.00 are protestable. If a procurement of an IT nature is protested, no matter if an agency issued the solicitation or the Information Technology Management office issued the solicitation, the Chief Procurement Officer must resolve the protest. The cost to the State for a protest that requires the Chief Procurement Officer conduct a hearing and issue a decision can exceed \$40,000 in staff preparation time, lost productivity, facilities, etc. These costs increase significantly if the actions of the procuring agency are overturned and the agency's requirements must be are resolicited. Should the State grant higher purchasing limits knowing that the agency procurement officials' lack the knowledge and training? We fear it will result in an increase in the number of protests. Records from the office of the Chief Procurement Officer indicate that agency procurement officials do not have the knowledge they need to handle high dollar Information Technology Procurements. Below are examples of Hearings held by the ITMO Chief Procurement Officer where the agency violated the SC Consolidated Procurement Code and Regulations:

PROTEST 2005-203 MUSC vs PITNEY BOWNES (see appendix A)—This procurement came to the Chief Procurement Officer because a vendor protested when they lost, however we discovered that the agency didn't follow the Code when conducting a Competitive Best Value Bid. The code says when using a Competitive Best Value Bid, Cost must be 60 % of the evaluation. MUSC evaluated cost at 40% instead. This did not impact the decision of the Chief Procurement Officer, because it was not a protest issue.

PROTEST 205-206 CLEMSON UNIVERSITY vs MC II telecommunications, inc (see appendix B)

This procurement was issued by Clemson University. A protest was filed by the vendor to the Chief Procurement Officer. However, the protest is currently on hold and the issues have not been resolved. The issue that concerns me is that the vendor filing the protest called me because he was concerned that Clemson was going to open the bids even though he had filed a protest. I was not familiar with the case, so I called Clemson to get an update. I learned that a protest had been filed and Clemson said they had to open the bids to make sure somebody could do the job. I informed them that section 11-35-4210 of the SC Consolidated Procurement Code states that in the event of a timely filed protest, the State shall not proceed with the solicitation or award.

This leads me to my second "experience related" concern. Many procurements are sent to the Information Technology Management Office, that are so poorly written that it takes weeks to rework the document so that a solicitation can be issued. Some are noticeably biased, some do not promote competition, and others state evaluation criteria that they aren't evaluating. All these, if not corrected may result in a hearing before the Chief Procurement Officer which could be appealed to the Procurement Review Panel.

There are other issues related to information technology procurements that can directly affect the State but may not result in a protest. State agencies routinely accept a manufacturer's standard license agreements for software or maintenance agreement for services that are in violation of the original contract or worse yet, violate state law. These documents may increase the State's liability under the contract. These documents may also affect the ownership of intellectual property belonging to the State. Agencies typically hire temporary programming staff without securing the State's intellectual property. Agencies enter into contracts where work and data are unknowingly moved offshore. Awards are made without adequate analysis of the vendor's financial situation. These are just a few of the problems created by a lack of knowledge and training by procurement officers when purchasing information technology.

Gathering Data

Mike Spicer, Chief Procurement Officer and I took a look at all the information we had and found out that we really didn't know who was really interested in being certified. As we began our research on certification, we realized that Voight Shealy, Chief Procurement Officer of the Materials Management Office was also facing the same problem, so we began working together.

A meeting was organized by Mr. Shealy, to find out just what the agency procurement directors thought about higher certifications levels. Approximately 60 to 80 people attended. From past experience, this is a great turnout of procurement people from past experience. The group was asked to let Mr. Shealy know if they were interested in higher certification. The end result is that there are very few agencies that really want to be certified to higher limits. Results of meeting (see appendix C) and documentation of letters (see appendix D) to directors are attached. Eight Agencies responded that their current limit of \$25,000 was sufficient. Nine others requested higher certifications and three showed interest, but did not follow up. Most procurement directors felt that being certified would put more work on the agency. They would have to be responsible for learning the Code and applying it correctly, and the added responsibility might even mean added staff. However, we found that those that do want to be certified believe they have sufficient knowledge of the Code and the issues related to information technology procurement and do not need additional training, certification or the ITMO in order to conduct their own procurements. The purpose of these meeting was to find out who was interested in higher certification. Now that we know who is interested we can work with them in helping them obtain the knowledge we believe they need to solicit complicated IT procurements. Mr. Shealy is able to certify those agencies that are interested in higher certification for other goods and services and has also agreed that buying technology requires additional knowledge or training.

What does one need to know to buy Information Technology?

According to the Association of Caucus Technology Procurement Professionals, <http://www.caucusnet.com>, we are justified in worrying about authorizing agencies and or individuals to solicit bids for information technology without knowing the consequences of their actions. Caucus certifies information technology procurement professionals in the private sector. Caucus supplied us with a suggested reading list (see **appendix E**) which we used to determine the things we most need to be concerned about when buying Information Technology. These are:

Intellectual Property

Common Law Employment

IT Leasing

Outsourcing and Off Shoring

Financial Analysis

Applying Technology

PowerPoint Presentation on Proposed IT Training and Certification (see **appendix F**)

Solution

The South Carolina Consolidate Procurement Code states: The Office of General Services shall develop a system of training for procurement in accordance with regulations by the board. Such training shall encompass the latest techniques and methods of public procurement. If deemed appropriate by the Office of General Services, such training shall include a requirement for the certification of the procurement officer of each purchasing agency.³

The Information Technology Management Office has decided to create a training program and certify individual procurement officers as information technology procurement officials. This will be a professional certification for individual procurement professionals sanctioned by the Chief Procurement

³ SC Procurement Code 11-35-30 Procurement Training and Certification

Officer for Information Technology and the State of South Carolina. The Information Technology Office will recommend to the Budget and Control Board that it consider South Carolina Information Technology Procurement certification when granting higher limits for information technology procurements to an agency. ITMO will also recommend that retention of agency's procurement limits be contingent upon maintaining at least the same certification level that the Board considered when granting the higher procurement limits.

We came to this decision for several reasons.

1. Individuals need training, not just certification. Knowledge of specific IT related issues.
2. We can teach individuals at different levels without having to perform a audit of the entire Procurement Office
3. This makes the individual procurement official more marketable. (This is more appealing to the individual, however may impose a threat to the agency making them fear they will lose people.
4. Certification will follow individual. When an agency is certified, many things are taken into consideration. Staff being one of them. If an agency is certified with a very experience procurement official on staff and that person leaves, then the agency remains certified.

I asked the office of Audit and Certification what they considered when auditing an agency that requested higher certification and if they took in consideration the certification level of the buyers. Their response was that they generally look for audit results that indicate the agency is both capable of successfully completing procurements in accordance with the Code. They do consider an agency's procurement staff's qualifications and training and personal certification is considered and promoted, but not required. They also stated that due to severe staffing shortages in the audit staff and the goods and services procurement staff, they have more willingly granted agency requests for higher certification. They feel that if they

cannot meet the needs of the agencies, they must allow them to proceed with larger procurements and hope for the best.

I also asked under what circumstances an agency would lose their certification. Their response was that a few agencies have lost their procurement certifications over the years, e.g. Winthrop, Piedmont Tech., and Denmark Tech., but have had no recommendation to take action of these measures in many years. They say that typically very poor audit results have driven decisions to remove an agency's certification in the past and more typically when the audit results for a certified agency have deteriorated, they have refused increases in certification requested by the agency and/or monitored their recovery through interim reviews. They have also refused to recommend certification to certain agencies that demonstrated a chronic pattern of on-compliance, e.g. York Tech. The quality of contracts, successful competition of contracts, number of re-solicitations, and consideration of legal issues not directly related to the procurement process are not considered.

I feel that the decision to require procurement officials to be trained and certified in order to receive additional authority to buy Information Technology is directly in alignment with our agency's mission and vision. In order to connect people with information and information procurement, they need to know the code and regulations that govern how we buy information technology.

Mission: The CIO's mission is "Connecting People with Information." Whether it's by providing data services to state agencies, enabling credit card transactions for the citizens, providing Internet access for the State's K-12 schools, or simply providing telephone service to state and local governments, the CIO is engaged in facilitating information exchange.

Vision: Our vision is to be a recognized leader in the use of technology to deliver cost effective services desired by citizens, businesses and government organizations. In other words, "We Make Government Better Through Information Technology."

Result of Decision

The IT Training Program will be announced to agencies on January 25. An email (see **appendix H**) was sent out on January 11 inviting State IT and procurement officials to review and comment on the program. This training and certification program will be offered to government procurement officials without charge. We have received 44 responses to our initial invitation. This is an encouraging beginning to providing the citizens of the State of South Carolina a more knowledgeable and efficient staff to procure information technology. I have not been directly involved with putting the training program together and am not privy to the test. However, we plan to offer Levels of certification with testing and certificates and refresher courses.

Information Technology Procurement's Proposed Training and Certification Program (see **appendix G**) is attached. The program that is attached is for in house training. The Standard Operating Procedure Manual will be taken out for all others. This program is not totally complete. Mike Spicer hopes to have it completed for the January 25th meeting.

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James M. Johnson, Ph.D & Barry S. Marks, (2000). Power Tools For Successful Leasing, Leasing Power Tools Press, Chicago, Ill.

James M. Johnson, Ph.D & Barry S. Marks, (2002). Technology Leasing Power Tools For Lessees, Leasing Power Tools Press, Chicago, Ill.

Shealy, Voight, vshealy@mmo.state.sc.us, "Certification Survey", 10/22/2004.
Personal e-mail.

Shealy, Voight, vshealy@mmo.state.sc.us, "Procurement Certification Survey", 11/4/2004.
Personal e-mail.

Shealy, Voight, Letter Concerning Certification Meetings, 9-24-04, 9-27-04, 10-06-04, 10-07-04, 11-29-04.

SC Budget & Control Board, Office of General Services, Materials Management Office, (1999), South Carolina Consolidated Procurement Code & Regulations Annotated.

APPENDIX A

Posting Date 10/11/04

Mail Date 10/11/04

STATE OF SOUTH CAROLINA

BEFORE THE CHIEF PROCUREMENT OFFICER

COUNTY OF RICHLAND

CASE NUMBER 2005-203

IN THE MATTER OF:

Pitney Bowes, Inc.

vs.

DECISION

Medical University of South Carolina

Title: Mailing Equipment

Notice No. 2005-203

Solicitation No. IFB No. 4705-07/20/04-5278-Z

The South Carolina Consolidated Procurement Code grants the right to protest to any bidder who is aggrieved in connection with the solicitation or award of a contract. Pitney Bowes, Inc. (PB) filed a protest of solicitation IFB No. 4705-07/20/04-5278-Z – Mailing Equipment issued on April 14, 2004 by the Medical University of South Carolina (MUSC) under authority granted by the Budget & Control Board. The Chief Procurement Officer for Information Technology (CPO) conducted a hearing on the issues of protest on September 29, 2004. Present at the hearing before the CPO were representatives from PB, Southeastern Digital Mailing (SDM), and the Medical University of South Carolina (MUSC).

Pitney Bowes' protest, dated August 10, 2004, raised the following issues of protest, in pertinent part:

1. The Neopost Mailing equipment cannot process open-flap mail.

The solicitation requires:

Must have automatic feeding with open flap sealing. Postage machine should be capable of supporting mixed flap configuration of open and closed flaps.

2. The Neopost mailing equipment does not have electronic delivery confirmation.

The solicitation requires:

The system should have the capability for electronic delivery confirmation, electronic signature confirmation and certified mail tracking.

3..The Neopost mailing equipment cannot process inter-mixed mail.

The solicitation requires:

Must have mixed mail feeder that allows stacks of various sized mail inter-mixed in a single stream ranging in size from post cards to 10 x 13 flats

4. The Neopost mailing equipment does not have USPS electronic delivery confirmation capability.

The solicitation requires:

Machine should have the ability to add USPS electronic delivery confirmation for tracking Priority, Parcel and Certified mail.

5. The Neopost mailing equipment does not have an automatic oversize sensor.

The solicitation requires:

Should have automatic oversize sensor to alert operator when mail piece exceeds weight per piece.

DISCUSSION

PB's Issues of Protest

The CPO heard each parties' arguments concerning PB's issues of protest and arrived at the following decisions concerning their merits. The solicitation clearly marked each mandatory specification with the word **MUST** in bold type. Issues of protest numbers 2, 4, & 5 do not have such a designation and instead use the word "should" which indicates that the requirement is desirable but not required. The CPO

dismissed these three issues of protest at the outset of the administrative review. Remaining are issues 1 and 3 and they are addressed as follows:

PB's first issue of protest alleges that the Neopost Mailing equipment cannot process open-flap mail.

Solicitation p. 11. The Neopost IJ105 can not meet this requirement because it is not capable of processing open flap mail, it can only process closed flap mail. (See Attachment 2, p.2) The capability of processing both open and closed flap mail is important to the user because it allows the user to process mail without first closing the flaps. In addition, the ability to process inter-mixed open and closed flap mail increases mail processing efficiency because it permits the user to process a mixture of open and closed-flap mail without pre-sorting the mail prior to processing.

The solicitation requires:

Must have automatic feeding with open flap sealing. Postage machine should be capable of supporting mixed flap configuration of open and closed flaps.

PB relies on pictures in Neopost IJ105 product manual. During the hearing, SDM demonstrated by video tape that the Neopost IJ105 can indeed process mail with the flaps open and mail with the flaps closed. It also demonstrated that a stack of open-flap mail and a stack of closed-flap mail could be combined and processed at the same time. MUSC, by its award and its failure to raise a concern during the hearing, appears to agree that this is an appropriate interpretation of this specification.

PB's third issue of protest alleges that the Neopost Mailing equipment cannot process inter-mixed mail.

Solicitation p. 11. The Neopost IJ105 can not process inter-mixed mail of various sizes in a single stream. See Attachment 2, pp. 7-8) The requirement to automatically process inter-mixed mail is important because it allows the user to process various types of mail without having to pre-sort the mail into stacks of uniform sizes. Thus, the capability to process inter-mixed mail substantially improves the efficiency of the mailing system, allowing the user to conserve both time and labor.

The solicitation requires:

Must have mixed mail feeder that allows stacks of various sized mail inter-mixed in a single stream ranging in size from postcards to 10x13 flats.

PB relies on pictures in Neopost IJ105 product manual. During the hearing, SDM demonstrated by video tape that the Neopost IJ105 can indeed process mail of various sizes at the same time. MUSC, by its award and its failure to raise a concern during the hearing, appears to agree that this is an appropriate interpretation of this specification.

The CPO finds that PB failed to meet its burden of proof that the Neopost IJ105 does not meet the mandatory requirements of the solicitation.

DETERMINATION

Protest is denied.

For the Information Technology Management Office



Michael Spicer
Chief Procurement Officer

10/11/2004

STATEMENT OF THE RIGHT TO APPEAL

The South Carolina Procurement Code, under Section 11-35-4210, subsection 6, states:

A decision under subsection (4) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel under Section 11-35-4410(1) within ten calendar days of posting of the decision in accordance with Section 11-35-4210(5). The request for review shall be directed to the appropriate chief procurement officer, who shall forward the request to the Panel, or to the Procurement Review Panel and shall be in writing, setting forth the reasons why the person disagrees with the decision of the appropriate chief procurement officer. The person may also request a hearing before the Procurement Review Panel.

Additional information regarding the protest process is available on the internet at the following web site:

<http://www.state.sc.us/mmo/legal/lawmenu.htm>

NOTE: Pursuant to Proviso 66.1 of the 2002 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel [filed after June 30, 2002] shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2002 S.C. Act No. 289, Part IB, § 66.1 (emphasis added). PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

I. Summary Of Facts

A. The Solicitation Provided For An Award To The Bidder Offering The Best Value To The State.

The above-referenced solicitation sought bids for the lease or purchase, installation, maintenance, and supplies for two mailing systems to be used by the Medical University of South Carolina.

Pitney Bowes bid its DM 1000 mailing system in response to the State's solicitation, at a total purchase price of \$86,297. The DM 1000 meets or exceeds all of the technical specifications in the State's solicitation, including all Mandatory Functional Requirements. SDM bid the Neopost IJ105 mailing system, at a total purchase price of \$75,980. However, as discussed below, the Neopost IJ105 does not comply with five Mandatory Functional Requirements in the State's solicitation.

The procurement was conducted as a "Competitive Best Value Bid." SCCPC Section 11-35-1528. This method of procurement allows the State to make a contract award based upon a number of pre-determined criteria including price. The evaluation factors in the subject solicitation are as follows:

- Total Cost Over Five-Year Period (45%)
- Technical Response (40%)
- Company Responsibility, Experience, and Reference Accounts (15%)

Solicitation, p. 16.

B. The State Selects SDM As The Tentative Awardee.

After reviewing the bids in accordance with the above evaluation criteria, the State determined that SDM's bid of the Neopost IJ105 represented the best value to the State. However, as discussed below, this determination is improper, because, as reflected in Neopost's own descriptive literature, the Neopost IJ105 does not meet five Mandatory Functional Requirements in the solicitation.

II. Legal Argument

A. SDM Is Not Eligible For Award Because SDM's Equipment Does Not Comply With Mandatory Functional Requirements The Solicitation.

The solicitation contains a number of Mandatory Functional Requirements. (See Attachment 1) The Neopost IJ105 mailing equipment that SDM bid does not meet the following Mandatory Functional Requirements:

1. The Neopost Mailing Equipment Cannot Process Open-Flap Mail.

The solicitation requires that the electronic postage machine must be capable of processing both open flap, and closed flap mail.

Must have automatic feeding with open flap sealing. Postage machine should be capable of supporting mixed flap configuration of open and closed flaps.

Solicitation p. 11. The Neopost IJ105 cannot meet this requirement because it is not capable of processing open flap mail, it can only process closed flap mail. (See Attachment 2, p. 2.) The capability of processing both open and closed flap mail is important to the user because it allows the user to process mail without first closing the flaps. In addition, the ability to process inter-mixed open and closed flap mail increases mail processing efficiency because it permits the user to process a mixture of open and closed-flap mail without pre-sorting the mail prior to processing.

2. The Neopost Mailing Equipment Does Not Have Electronic Delivery Confirmation.

The solicitation provides that the electronic postage machine should be capable of providing electronic delivery confirmation.

The System should have the capability for Electronic Delivery Confirmation, Electronic signature Confirmation and Certified Mail tracking.

Solicitation, p. 11. The Neopost IJ105 does not have electronic delivery confirmation capability. (See Attachment 2, pp. 3-6.) Electronic delivery confirmation capability is important because it enables the user to automatically confirm that mail has been received by the intended recipient.

3. The Neopost Mailing Equipment Cannot Process Inter-Mixed Mail.

The solicitation requires that the electronic postage machine must be capable of automatically processing inter-mixed mail of various sizes.

Must have mixed mail feeder that allows stacks of various sized mail inter-mixed in a single stream ranging in size from postcards to 10x13 flats.

Solicitation, p. 11. The Neopost IJ105 cannot process inter-mixed mail of various sizes in a single stream. (See Attachment 2, pp. 7-8.) The requirement to automatically process inter-mixed mail is important because it allows the user to process various types of mail without having to pre-sort the mail into stacks of uniform sizes. Thus, the capability to process inter-mixed mail substantially improves the efficiency of the mailing system, allowing the user to conserve both time and labor.

4. The Neopost Mailing Equipment Does Not Have USPS Electronic Delivery Confirmation Capability.

The solicitation provides that the electronic postage machine should have the capability of adding U.S. Postal Service electronic delivery confirmation for tracking certain types of mail.

Machine should have the ability to add USPS electronic delivery confirmation for tacking [sic] Priority, Parcel and Certified mail.

Solicitation, p. 11. The Neopost IJ105 does not have this capability. (See Attachment 2, pp 3-6.) The ability to track Priority, Parcel, and Certified Mail sent via the U.S. Postal Service is important because it allows the user to verify that important mail has been delivered, and to discover errors in delivery if and when they occur.

5. The Neopost Mailing Equipment Does Not Have An Automatic Oversize Sensor.

The solicitation provides that the electronic postage machine should have an automatic sensor to alert the operator when a piece of over-sized mail enters the mail stream.

Should have automatic oversize sensor to alert operator when mail piece exceeds weight per piece.

Solicitation, p. 11. The Neopost IJ105 does not have an automatic oversize sensor. (See Attachment 2, pp. 9-10.) The presence of an oversize sensor is important because it allows the operator to automatically detects if a mail piece is over-sized and can automatically apply the proper postage to each piece of over-sized mail that is processed.

B. An Award To SDM Violates State Law Because SDM's Non-Compliant Equipment Cannot Represent The Best Value To The State.

The State Procurement Code provides that in making a best value award, the State must evaluate bids using only the criteria stated in the solicitation and must adhere to the weighting of evaluation factors as assigned. SCCPC Section 11-35-1528(7) In addition the Procurement Code provides that all evaluation factors, other than cost, should be considered prior to determining the effect of cost on the score for each participating bidder. Specifically, the Procurement Code states that "[o]nce the evaluation is complete, all responsive bidders shall be ranked from most advantageous to least advantageous to the State, considering only the evaluation factors state in the best value bid." *Id.* (emphasis added.)

Compliance with this Procurement Code provision required the State to eliminate Neopost's bid from consideration from the outset, because Neopost's bid is non-responsive, i.e., the equipment Neopost bid does not meet five of the Mandatory Functional Requirements in the solicitation. Accordingly, it is a violation of the State Procurement Code to designate a bidder such as SDM for award whose bid is not responsive to the mandatory requirements in the solicitation.

The State should have rejected SDM's bid as non-responsive, and then, consistent with the evaluation scheme in the solicitation, the State should have determined that Pitney Bowes' meets or exceeds the technical requirements in the solicitation. Furthermore, based upon Pitney Bowes' record as the incumbent contractor with a record to excellent performance and service to public and commercial customers, the State should have determined that Pitney Bowes is a responsible contractor with excellent references and experience in the State. These factors, coupled with Pitney Bowes' competitive price, should have led the State to conclude that Pitney Bowes' bid represented the best value to the State in this procurement.

III. Conclusion

For the foregoing reasons, South Carolina law requires the State to cancel its tentative contract award to SDM, and award a contract to Pitney Bowes for this requirement.

Sincerely,

SEYFARTH SHAW LLP



Grace Bateman
Counsel for Pitney Bowes Inc.

Encs.

cc: R. Narcisse, Esq.
G. Woehlcke
S. Burbage

EXHIBIT

1

MUSC
MEDICAL UNIVERSITY
OF SOUTH CAROLINA

FINANCE DIVISION
UNIVERSITY PURCHASING
Harborview Office Tower
Suite 505
19 Hagood Avenue
P.O. Box 250824
Charleston, SC 29425
(843) 792-4521
(843) 792-3884 Fax

BEST VALUE BID

**"THE PARTICIPATION OF WOMEN OR MINORITY-OWNED BUSINESSES EITHER AS A GENERAL OR SUB-
CONTRACTOR IS STRONGLY ENCOURAGED"**
NOTICE OF AWARD OR INTENT TO AWARD WILL BE POSTED ON JULY 23, 2004 UNLESS AMENDED

I.F.B. No. 4705- 07/20/04-5278-Z

DATE: JUNE 29, 2004

The Medical University of South Carolina, an agency of the State of South Carolina, invites your firm to submit a bid on:

Sealed bids will be received until 3:00 P.M. local time JULY 20, 2004 at which time they will be opened and read publicly.

HAND DELIVER AND/OR EXPRESS MAIL TO:
MEDICAL UNIVERSITY OF SOUTH CAROLINA
UNIVERSITY PURCHASING SERVICES
HARBORVIEW TOWER, SUITE 505
19 HAGOOD AVENUE
CHARLESTON, SOUTH CAROLINA 29403

FOR US MAIL:
MEDICAL UNIVERSITY OF SOUTH CAROLINA
UNIVERSITY PURCHASING SERVICES
P.O. BOX 250824
CHARLESTON, SOUTH CAROLINA 29425

DIRECT ALL INQUIRIES TO: 843-792-4521
*****BID NUMBER AND OPENING DATE MUST BE SHOWN ON SEALED ENVELOPE*****
BIDS WILL BE ACCEPTED MONDAY - FRIDAY 8:30 AM - 5:00 PM ONLY. BIDS WILL
NOT BE ACCEPTED ON WEEKENDS OR STATE HOLIDAYS.

Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 11-35-410, South Carolina Consolidated Procurement Code and Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The Medical University of South Carolina reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State or its agents for its determination in this regard.

Authorized Signature: 

**IT WILL BE VENDOR'S RESPONSIBILITY TO ENSURE TOTAL NUMBER OF PAGES IN THIS BID PACKAGE
ARE RECEIVED.**

THIS BID CONSISTS OF 20 PAGES

INSTRUCTIONS TO BIDDERS

Only one copy of bid invitation is required.

Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.

When specifications or descriptive papers are submitted with bid invitation, enter bidder's name and bid number thereon.

Submit your signed bid on the enclosed bid form. Show bid number on envelope as instructed. The Medical University of South Carolina assumes no responsibility for unmarked envelopes. DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

All notices of award and intent to award a contract to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the invitation for bids as outlined in Section 11-35-1520(10) shall be posted in the MUSC Purchasing Office, Suite 505, 19 Hagood Avenue, Charleston, SC 29403.

Do not include any taxes in the bid price shown that the State may be required to pay. Upon submission of a bid by a state agency, the procurement officer will compute all applicable taxes to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission Sales and use Tax Regulation 117-174.95.

Any vendor desiring to exercise rights under Section 11-35-4210(1), (Right to Protest) of the South Carolina Consolidated Procurement Code shall direct all correspondence to the appropriate Chief Procurement Officer, Division of General Services, 1201 Main Street, Suite 600, Columbia, SC 29201.

Copies of the revised South Carolina Procurement Code and Regulations are available from the State of South Carolina Division of General Services, Materials Management Office at a cost of \$35.00. To obtain, send a check or money order (no cash) payable to Division of General Services, 1201 Main Street, Suite 600, Columbia, SC 29201, Attn.: Scott Cain. Please include your complete mailing address to ensure prompt handling.

Assistance to Minority Business Enterprise Firms: Firms who meet the requirements of the South Carolina Consolidated Procurement Code Section 11-35-5010 and the South Carolina Procurement Regulation Section 19-445.2160 and wish to pursue Certification as a Minority Firm or person in the State of South Carolina, may contact the following for assistance:

Office of Small and Minority Business Assistance
Edgar A. Brown Building, Room 418
1205 Pendleton Street
Columbia, S. C. 29201
(803) 734-0657

OR

Sharon Ford, MBE Coordinator
University Purchasing
Medical University of South Carolina
P.O. BOX 250824
Charleston, S. C. 29425
Phone: (843) 792-4521

GENERAL PROVISIONS

The Medical University of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

Unit prices will govern over extended prices unless otherwise stated in bid invitation.

Bidder's Qualification: Bidders must, upon request of the Medical University of South Carolina, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Medical

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University of South Carolina reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

Amendments: All amendments to and interpretations of a solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the Procurement Officer.

Prohibition of Gratuities: By submission of a signed bid, you are certifying you will comply with the Ethics, Government Accountability and Campaign Reform Act of 1991, especially Section 8-13-1150.

Bidder's Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to a bid or to the contract.

Award Criteria: The contract shall be awarded to the lowest yet most responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. Lowest "Responsive, Responsible Bidder": "Responsive Bidder" means a person who has submitted a bid which conforms in all material aspects to the Invitation for Bids. "Responsible Bidder" means a person who has the capability in all respects to fully perform the contract requirements and maintaining the integrity and reliability which will assure good faith performance substantiated by past performance.

Rejection: The Medical University of South Carolina reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to other bids if such action is in the best interest of the State.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Medical University of South Carolina in writing so as to be received (5) days prior to the opening date. The solicitation may or may not be changed, but a review of such notification will be made prior to award.

Waiver: The Medical University of South Carolina reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Condition, or specification deviation in accordance with the authority provided in Section 1135-1520(13) of the South Carolina Consolidated Procurement Code.

Order of Precedence: In the event of inconsistency between provisions in this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions and General Conditions, (C) Instructions to Bidders, (D) Special Provisions and Special Conditions of the contract whether incorporated by reference or otherwise; and (E) The Specifications.

Information: Any explanation desired by an offeror regarding the meanings or interpretation of the bid schedule, attachments, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their offer. All written requests should be directed to the attention of the soliciting procurement officer. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning the bid schedule will be furnished to all prospective bidders as an amendment to the Invitation for Bid, if such information is necessary to bidders in submitting offers on the bid schedule if the lack of such information would be prejudicial to uninformed bidders.

Discussion with Bidders: Discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

GENERAL CONDITIONS

Default: In case of default by the contractor, the Medical University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional cost. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Non-Appropriations: Any contract entered into by the Medical University of South Carolina resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Hold Harmless: The successful contractor assumes sole responsibility and shall hold harmless the Medical University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The Medical University of South Carolina agrees to accept responsibility for claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the

performance of The Medical University of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contract Administration: Questions or problems arising after the award of this contract shall be directed to the Medical University of South Carolina, University Purchasing, 171 Ashley Avenue, Charleston, South Carolina 29425.

Publicity Releases: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the User.

Force Majeure: The contractor shall not be liable for any excess costs if the failure to perform a contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

Quality of Product: (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition; all containers shall be new and suitable for storage or shipment; and prices shall include standard commercial packaging. For information technology procurements as defined in 11-35-310 of the Procurement Code, if items other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

Tax Credit Availability: Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the Office of Small and Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina, (803/734-0562).

S. C. Law Clause: Upon award of a contract under a bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Drug-Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions.) By submission of a signature, you are certifying that you will comply with that act. (See Section 44-107-30.) This will certify your compliance.

Compliance with Federal Requirements: State or Federal requirements that are more restrictive shall be followed.

Omnibus Reconciliation Act of 1980: (This General Condition applies to solicitations for service requirements.) "Pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 amending section 1861 (V) (1) (I) of the Social Security Act, until the expiration of four (4) years after furnishing of the service(s) provided under this contract you must make available to the Secretary, U.S. Department of Health and Human Services and the U.S. Controller General, and their representatives, this contract and all other books, documents and records necessary to certify the nature and extent of the costs of those services. Furthermore, if you perform or carry out the duties of this contract through a subcontractor involving the amount of \$10,000 or more over a 12 month period, your subcontract shall also contain a clause to permit access by the Secretary, Controller General and their representatives to the related organizations books and records."

Termination: Subject to the Provisions below, the contract may be terminated for any reason by the Medical University of South Carolina providing a thirty (30) days advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Medical University of South Carolina without the required thirty (30) days advance written notice, then the State may negotiate reasonable costs, if applicable.

Termination for Cause: Termination by the Medical University of South Carolina for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See Default under General Conditions.)

Assignment: No contract or its Provisions may be assigned, sublet, or transferred without written consent of the Medical University of South Carolina.

Equal Opportunity/Affirmative Action: Equal Opportunity/Affirmative Action: The subcontractor/seller agrees to adhere, if and as applicable, to the non-discrimination and affirmative action requirements of 41 CFR 60-1.4 (addressing race, sex, color, religion, and national origin), 41 CFR 60-250.4 and 41 CFR 60-250.5 (addressing veteran status), and 41 CFR 60-741.4 and 41 CFR 60-741.5 (addressing disabilities). The subcontractor/seller agrees to submit an EEO-1 Report (Standard Form 100) and to develop and maintain a written AAP if the subcontractor/seller has 50 or more employees other than construction trades persons and a nonexempt contract, subcontract or purchase order of \$50,000 or more (41 CFR 60-1.7 (a) (1) and 41 CFR 60-1.40 (a)). The subcontractor /seller certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or knowingly permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The subcontractor/seller further agrees to obtain a similar certification prior to its award of any nonexempt contract, subcontract or purchase order (41 CFR 60-18 (b)). * Rev. 12/15/00

Certificate of Insurance: A 'Certificate' of Insurance MUST be on file in University Purchasing for vendors that visit onsite at MUSC and those that are so located, and those that provide onsite equipment maintenance, evaluation, or other services for the protection of MUSC. CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on MUSC property.

Violation of Policy: Contractors or contract employees who violate Federal, State, Local, or MUSC policies for safety, health, or environment will be required to correct the violation to the extent permitted by applicable law.

Item Substitution: (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). No substitutes will be allowed on purchase orders received from agencies without permission from the Medical University of South Carolina. (See Bid Schedule)

Restrictions/Limitations: No purchases are to be made from this Contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this Contract.

Purchases From Other Sources: (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). The Medical University of South Carolina reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

Invoices: ALL invoices must be submitted to: Medical University of South Carolina
Accounts Payable
P.O. Box 130010
Charleston, South Carolina 29413-9010

Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges.

The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

Payments will be made in accordance with Section 11-35-45 of the South Carolina Procurement Code. All cash discounts offered will be evaluated but will not be considered in the award of a contract.

Consultants, independent contractors, and subcontractors shall provide the following information: 1) Specifically identify the project name on the invoice. 2) List of time worked and related expenses MUST be itemized and attached to or stated on the

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invoice (this information MUST clearly define the type of work and detail the purpose of work performed). 3) Before payment is made, the MUSC contract administrator (departmental representative) is responsible to assure all charges are appropriate, reconciled and approved attesting to the fact the invoice is correct to time and related expenses relevant to the contract before forwarding the invoice to Accounts Payable for processing.

If a lobbyist, as defined by Section 2-17-5 of the South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991, is contracted as a consultant, independent contractor, or subcontractor, approval in advance MUST be given by the MEDICAL UNIVERSITY OF SOUTH CAROLINA before the lobbyist can begin to work. If a lobbyist is working as an independent contractor, consultant, or subcontractor related to a contract, the invoice MUST clearly outline the type of work and detail the work performed, contain a disclosure that no lobbying was performed related to the contract, and the project name MUST be stated on the invoice for the service performed.

An MUSC Major Moveable equipment record MUST be approved by the contract administrator (departmental representative) in advance of the purchase of any capital items (commodities \$5000 or over). If approval is given, the approved Major Moveable Equipment record MUST be attached to the invoice. The invoice MUST be approved by the contract administrator and forwarded to the Department of Physical Assets Management, before reimbursement.

Donation of capital items made in connection with a contract MUST be approved in advance by the Department of Physical Assets Management before donation is made and accepted.

South Carolina Non-resident Taxpayer: Non-resident vendors doing business in South Carolina must register with the South Carolina Secretary of State or the State of South Carolina Department of Revenue or certify they are currently registered with The South Carolina Secretary of State or The South Carolina Department of Revenue by filling out an I-312 Non-resident Taxpayer form duly signed with all applicable information completed. This form is available to download from our website, <http://www.musc.edu/procurement>. By filling out the I-312 form, the vendor agrees to the following:

☐ The nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

☐ The nonresident taxpayer understands the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

SOUTH CAROLINA RVP SC/US PREFERENCES

South Carolina resident vendor preference: (Re: Section 11-35-1524 (6) of the South Carolina Procurement Code).

A vendor is considered to be a resident of this State if the vendor is:

- a. An individual, partnership, association, or corporation that is authorized to transact business within the State,
- b. Maintains an office in the State,
- c. Maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and,
- d. Has paid all assessed taxes.

Note: If making claim for this preference, the person signing the bid must place their initials in the space provided below.

I REQUEST THIS PREFERENCE BE EXERCISED IN AWARD OF THIS BID:

(Please initial)

SC/US made, manufactured or grown end-product preference: By signing Bid and checking the appropriate space(s) provided and identified on the Bid pricing schedule, vendor certifies that the end-product (s) as shown in this Bid are either made, manufactured or grown in South Carolina or other states of the United States. This preference shall not apply (1) to any procurements conducted under Article 9 of the Code, (2) to any prime contractor or subcontractor providing materials or services relating to permanent improvements to real estate, (3) to any solicitation, bid, offer, or procurement when the price of a single unit of the end-product is more than \$30,000, whether or not more than one unit is bid or offered, (4) to any solicitation, bid, offer, or procurement where the contract award is less than \$10,000, or (5) to any solicitation conducted under Section 11-34-1530 of the Code.

MUST BE RETURNED TO UNIVERSITY PURCHASING

AFFIDAVIT

In compliance with the invitation and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, within days after receipt of order, delivered, all transportation costs included and accepted herein.

By submission of my signature, I am certifying I will comply with the Ethics, Government Accountability and Campaign Reform Act of 1991, especially Section 8-13-1150.

By submission of my signature I am certifying I do comply, or will comply, with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations required by the award of a contract in relationship to this bid.

By signing this Bid, I certify, under penalties of perjury that we have complied with Section 12-54-1020(B) of this S. C. Code of Laws 1976 as amended, relating to payment of taxes. I also certify that we will comply with all requirements of section 44-107-10, ET Seq., relating to the S. C. Drug-Free Workplace Act.

Bidder:

_____ Street or P.O. Box City State Zip

Telephone _____

By _____ Title _____ Signature of Authorized Representative

Date _____

F. E. I. N. # _____ S.S. # _____

We do not wish to bid for the following reasons:

FAILURE TO FURNISH YOUR F.E.I.N. OR S.S. NUMBER WILL RESULT IN THE DELAY OF CONTRACT

THIS PAGE MUST BE SIGNED TO BE VALID

NOTICE: SC Code Section 12-8-550 (A) (3) required persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where payments under the contract exceed \$10,000 in any one calendar year, unless this affidavit is completed certifying the vendor is registered with either the SC Secretary of State or the SC Department of Revenue.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(2/96)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:
2. Trade Name (Doing Business As):
3. Mailing Address:
4. Federal Identification Number:
5. _____ Hiring or Contracting with:
Name: _____
Address: _____

- _____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue Date of Registration:
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-8-540 and 12-8-550 (previously Code Section 12-9-310) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that, I am subject to the criminal penalties under Code Section 12-54-40 (b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)
Signature of Owner, Partner or Corporate Officer) _____ Date

If Corporate officer, state title:

(Name - Please Print)

I-312.fm/Revised 7/11/97
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Rev. 05/20/03

**INSTRUCTIONS
NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a non-resident taxpayer to withhold 2% of each payment made to the non-resident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a non-resident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a non-resident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a non-resident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any non-resident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: <http://www.sctax.org>

Forms to register for all taxes administered by the SC Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or writing to the SC Department of Revenue, Registration Unit, Columbia, SC 29214-0140.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a non-resident taxpayer for each separate contract or agreement; otherwise, the affidavit submitted by a non-resident shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

Requirements vs. Specifications

Each of the requirements or specifications is worded using **must** or **should**. These words indicated the priority of the statement written. The word "must" indicates a Mandatory requirement. If **must** is used, an on compliant vendor can amend by proposing to modify or customize the generic system. In the event there is an additional cost associated with this modification(s), the OFFEROR **must** include the cost of this work in their Business Proposal. The OFFEROR must still propose to meet all or theses mandatory requirements by installation time.

The word "should" indicates desirable characteristics of the proposed system. Specifications, which are written using, should do not require OFFEROR'S compliance; however satisfying these specifications will significantly strengthen an OFFEROR'S proposal.

TECHNICAL SPECIFICATIONS

Overview

The object of the Best Value Bid is to establish a contract for the lease or purchase, installation and maintenance of supplies for postage machines and related postage equipment. The equipment shall include support equipment and accessories directly related to mail processing equipment as a standard required by the United States Postal Services. The bid should be based on the supply, installation, and maintenance of a complete mail management system that includes two (2) digital/electronic postage machines with automatic weighing capability, two (2) postage meters, two (2) electronic scales and mail management software and hardware that supports transaction, invoice and statement processing.

The Mail Management System hardware and software **must** successfully interface with MUSC equipment. The Mail Management System in a combination of software and hardware linked together and can be interfaced with Microsoft workstations and the MUSC Network. The successful bidder should demonstrate hardware configuration and interface requirements for migrating accounting data between Postage meters and accounting software. The Mail Management System hardware cables and standard ports to interface with postage meter machines. The system should be capable of down loading accounting data from network servers directly into the system software. MUSC will supervise hardware connection where applicable. The bidder **must** work with MUSC Information Technology professionals to ensure successful hardware integration. Once installed the vendor **must** perform a complete operational test and evaluation to the satisfaction of MUSC.

The Mail Management Software should be an accounting based system designed for tracking departmental spending for postage and support cost recovery activity. The Mail Management Software **must** be capable of inputting data fields for Name of Department, Account Numbers, Sub-Account Numbers, and PO Box Numbers. The Mail Management System should also be able to operate in a stand-alone system with the capacity of independent operation allowing data transfer to peripheral equipment.

The Mail Management System **must** be equipped with hardware cables and standard ports to interface with postage meter machines. The Mail Management System software must be capable of using a database to report on and share accounting information with key staff members. The Mail Management System should be able to produce output in the following formats: Access, ASII text, CSV File EXCEL, and Delimited files. A report writer should be provided to support hardcopy printout.

MANDATORY FUNCTIONAL REQUIREMENTS

The successful bidder **must** supply product information and specifications

Electronic Postage Machines

Postage machines should have disposable ink cartridges, electronic interface capability, modular concept design, seal mode, positive pressure sealing, automatic weighing while mail is transported, pre-sized pressure sensitive tape, programmable tape dispenser, no nesting of envelopes having a quiet operation. The electronic Postage Machine **must** meet the following requirements:

Must be USPS compliant using Indicia Based Information Program (IBIP) standards

Must have automatic feeding with open flap sealing. Postage machine should be capable of supporting mixed flap configuration of open and closed flaps

Must have a high-speed option for power feeding envelopes through meter to apply postage at a minimum of 200 letters per minute.

Must have automatic weighing capability of at least 10lbs that instantly calculate postage while mail is being transported through the machine. The system **must** be able to accurately input weight to the postage meter.

Must The System should have the capability for Electronic Delivery Confirmation, Electronic signature Confirmation and Certified Mail tracking.

Must have mixed mail feeder that allows stacks of various sized mail inter-mixed in a single stream ranging in size from post cards to 10 x 13 flats.

Must have a label dispenser unit for a mail machine that produces pre-cut self adhesive label for mail that is too large to be process through the mail machines.

Must have power stacker that stacks metered mail at a fast rate of speed.

Must Machine should have the ability to add USPS electronic delivery confirmation for tacking Priority, Parcel and Certified mail.

Must Should have automatic oversize sensor to alert operator when mail piece exceeds weight per piece.

Postage Meters

The postage meter **must** be capable having postage added automatically upon request.

The successful bidder **must** have an established "advance postage procedure" which include procedures to fill postage meters upon request by MUSC. The Advance Procedures should include as a minimum the ability for MUSC to acquire postage via telephone.

Meters should be able to print postage in tenth of cent and track postage for a minimum of 9,999 accounts and sub accounts.

Electronic Scale System

The electronic scale system **must** weigh and calculate postage and shipping charges by carrier.

It **must** provide rate change charge scale rate when postage rates and shipping charges change.

The electronic scale system also **must** provide automatic rate change contract for all rate changes to be automatically updated.

The electronic scale system **must** be able to process mail for: 1st Class, Priority, Express, Certified, Return receipt, 1 Class Presort, Standard A mail, Certified, and Registered mail.

The electronic scale system also **must** be compatible with all types and be standard rates that include: 1st Class, Priority, Express, Certified, Return receipt, 1 Class Presort, Standard A mail, Certified, and Registered.

Bar-code Scanner

The Bar Code Scanner **must** be a laser scanner that reads codes by point and click. At a minimum, the scanner **must** be compatible with industry Barcode standards for UCC 128 and all Unit Price Codes (UPC).

Mail Management System

The Mail Management System is a combination of software and hardware necessary to process outgoing mail. The Mail Management support software system is a composite of software or combinations that **must** include software application designed for mail accounting keeping track of department spending and/or postage cost for charge back.

The Mail Management support software system **must** be capable of creating customer invoicing having the capacity to support no less than 4 fields of account reporting data that include a 22 alpha numeric account code, sub account, account (department) name, account piece count, and account postage value and total.

The Mail Management System should have at least 150 accounts expandable up to 300 different accounts.

The Mail Management support software system **must** be able to interface with a PC and **must** be able to accept downloads data from the MUSC's accounting software via magnetic media and network servers.

The system should be capable of operating in either a networked or standalone configuration.

The Mail Management supporting software system **must** use a database to report on and share accounting information with key personnel and provide report writer for hard copy and web formats. As a minimum data should be able to be exported in Access, Excel ASCII, CSV, and Tab Delimited formats.

The Mail Management support software system **must** operate on an IBM compatible workstation with using Windows XP operating system.

The Mail Management supporting software **must** provide necessary hardware interface with postage machines and other processing software. Interfaces functioning **must** adhere to MUSC accounting software, solicited (query), and unsolicited results. The interface hardware should include but is not limited to cables and standard ports to interface with postage meter machines.

Maintenance /Support Requirements

Hardware Maintenance/support

As part of the bid price, the successful Bidder **must** provide maintenance/support for the proposed product for a one- (1) year period following installation and acceptance by MUSC. The successful BIDDER **must** also agree to provide maintenance/support for the proposed product for up to four (4) years after installation and acceptance by MUSC.

The BIDDER **must** provide maintenance for the proposed product for a one-year period following installation and acceptance by MUSC. The vendor **must** also agree to provide maintenance/support for the product for up to four (4) years after installation and acceptance by MUSC. Maximum service response time shall be (from time of first contact) two (2) hours by phone; onsite within four (4) hours, equipment in operation within eight (8) hours. Telephone numbers with contact personnel must be provided for any maintenance requests. Response time is based on normal working hours of 8:00AM to 5:00PM.

The BIDDER **must** explain the response time for unscheduled maintenance to all parts of the system to insure maximum availability. The BIDDER **must** describe how this is accomplished, including whether it is a customized contract, help desk, toll free number or if a "Hot-Line" is available for "troubleshooting" assistance along with hours of operation and maximum response time.

Software/Maintenance/Support

The price for software maintenance/support **must** include all software fixes and upgrades issued during the term of the maintenance/support period. The successful BIDDER **must** provide such fixes and upgrades on disk, CD- ROMs, or via download as they occur on a periodic basis (i.e., monthly, quarterly, or semiannually) as agreed to by parties.

System/software maintenance **must** be provided as needed to support all facets of this application. There **must** be a mechanism to report problems, with a response within one working day, and telephone numbers with contact personnel listed.

The BIDDER should explain the application support including hours of operation and maximum response times.

The BIDDER **must** explain the response time for unscheduled maintenance to all parts of the system to insure maximum availability. The BIDDER **must** describe how this is accomplished including whether it is a customized contract, help desk, toll free number or if a "Hotline" is available for trouble-shooting" assistance along with hours of operations and maximum response time.

Installation

The successful BIDDER as part of the bid price, must provide assistance in the installation of the proposed product as may be requested by MUSC. Such assistance shall include telephone, email and/or on-site support, if requested by MUSC. If on-site assistance is requested, the installation of proposed product shall be performed at a time convenient to MUSC.

SHIPPING AND HANDLING

The bid price **must** include all cost associated with shipping, handling, and delivery of the proposed product to the Medical University of South Carolina Mail Service Center located at 19 Hagood Avenue, Charleston South Carolina 29425. The successful BIDDER will be responsible for insurance of hardware/software during shipping and installation, and until acceptance by MUSC. As such, MUSC assumes no ownership or responsibility for the hardware/software until it has been installed and accepted by MUSC.

TRAINING

The successful BIDDER will be required to train 14 staff members on-sit (at the Mail Service Center) that will be using the system. Such training shall include the operations, administration, troubleshooting, maintenance and optimization of the proposed product. Training should be detailed explanations related to the employee's area of responsibility within the system.

MANUAL

The successful BIDDER shall provide MUSC with two (2) copies of all technical manuals required operating and administering the proposed product. Such manuals may be provided in paper and /or electronic format.

ACCEPTANCE

Following installation of the proposed product, beginning on the first business day thereafter, an acceptance test will be conducted for a thirty- (30) consecutive days, the acceptance period. During the acceptance period, the proposed product will be put through a series of performance tests. This test will be for the purpose of ensuring the satisfactory performance of the functions and capabilities of the product as required in the solicitation document. To pass the acceptance test, the proposed product **must**, for thirty (30) consecutive days, be fully operational without a material breach of the technical and performance requirements as specified herein. MUSC will regard any deviation from these requirements that is neither trivial nor innocent as being material. Such deviations shall be evaluated on an instance by instance basis. MUSC shall give written notice specifying the material breach. If a material breach should occur, MUSC shall, at its discretion restart the acceptance period or reject the proposed product.

PRODUCT AVAILABILITY

The proposed product **must** be received, installed and fully operational within thirty (30) calendar days following the issuance of the award by MUSC.

ADDITIONAL INFORMATION TO BE SUPPLIED BY THE BIDDER

Provide any information on the proposed product.

Describe the detail the key features of the BIDDER'S Mail Management System.

The BIDDER **must** encompass all hardware requirements for all portions of the proposed system. This should include all centralized as well as peripheral equipment to allow the system to function as proposed. All new equipment proposed must be publicly announced, actively marketed, and generally available in the market place.

The vendor **must** delineate in the bid response any producers required for the delivery or pick-up of equipment (i.e., calling ahead for work order authorization numbers, etc.)

If the periodic on-site preventive maintenance visits are required for any of the equipment, the vendor will provide a schedule of those visits with his bid.

Describe in detail the support process, including response times.

Describe the technical requirements if your technicians in order to perform system maintenance.

Size of your company

Size of parent Company – current ownership

Is your company a “parent” to any other company or subsidiaries? If so please describe.

Descriptions of the organization of your company and the nature of your business. Specifically, how it relates to this proposal.

Any material (including) letters of support or endorsement) indicative of BIDDERS’S capability to fulfil contract.

History of company ownership to date.

Corporate position on the value of client relations.

Length of Time Company has provided mail management systems.

DEMONSTRATIONS

MUSC reserves the right to request as demonstration of the proposed product prior to the issuance of an Award.

EVALUATION CRITERIA/BID FORMAT

BIDDER is to submit the following information for consideration and evaluation.

Technical Specifications

A point by point response to all items listed in section _____ of this bid.

COMPANY RESPONSIBILITY, EXPERIENCE, AND REFERENCE ACCOUNTS

Three- (3) reference accounts where the services offered are/were similar to the services requested in the Competitive Best Value Bid. Intent is to show company experience in receiving contracts for and delivery of services similar to the ones described in this bid? In addition to company name and address, reference information provided **must** include contact person’s name, address, telephone number, and title, for inquiry as to BIDDER’S experience and performance. Also BIDDER **must** provide brief description of the work performed. Reference accounts may not be company owned.

BIDDER **must** provide Financial Statements for the most current year

MUSC reserves the right to consider historic information an fact, whether gained form the BIDDER'S proposal, question and answer conferences, references, or any other source in the evaluation process.

COST WORKSHEETS

BIDDER **must** submit completed pricing worksheets for all the equipment and software listed as well as any other equipment that may be needed but not included in this BID.

EVALUATION CRITERIA AND AWARD

Responses to this solicitation will be evaluated using the following criteria, which are listed in order of their importance:

The total cost of the proposed hardware and software offer a five (5) year period including license fee, installation, and maintenance/support. 45% (forty-five percent)

The BIDDER'S Technical response: 40% (forty percent)

Company Responsibility, Experience and Reference Accounts: 15% (fifteen percent)

LOT A Purchase Schedule

All cost associated with providing the requirements stated in this solicitation document must be included below. If there are additional charges to support any of the features listed above in the Mandatory Functional Requirements Section, these items must be itemized under "Other Charges" below. No cost will be allowed or paid by MUSC during the contract period that are not included in this bid schedule.

<i>Line Item</i>	<i>Quantity</i>	<i>Commodity/Service Description</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1	2 each	Electronic Postage Machines		
2	2 each	Postage Meters		
3	2 each	Electronic Scale		
4	2 each	Mail Management Software		
5	1 Year	Hardware Warranty		
6	1 Year	2 nd year Hardware Warranty/Support		
7	1 Year	3 rd year Hardware Warranty/Support		
8	1 Year	4 th year Hardware Warranty/Support		
9	1 Year	5 th year Hardware Warranty/Support		
10	1 Year	Software Warranty		
11	1 Year	2 nd year Software Maintenance/Support		
12	1 Year	3 rd year Software Maintenance/Support		
13	1 Year	4 th year Software Maintenance/Support		
14	1 Year	5 th year Software Maintenance/Support		
15	1 Year	Installation Charges		
16	1 Lot	On-Site System Training		
17	1 Lot	Other Charges (itemize if any)		
Total Bid Price				

LOT B – LEASE SCHEDULE

<i>Line Item</i>	<i>Quantity</i>	<i>Commodity/Service Description</i>	<i>36 MONTH LEASE</i>
1	2 each	Electronic Postage Machines	
2	2 each	Postage Meters	
3	2 each	Electronic Scale	
4	2 each	Mail Management Software	
5	1 Year	Hardware Warranty	
6	1 Year	2 nd year Hardware Warranty/Support	
7	1 Year	3 rd year Hardware Warranty/Support	
8	1 Year	Software Warranty	
9	1 Year	2 nd year Software Maintenance/Support	
10	1 Year	3 rd year Software Maintenance/Support	
11	1 Year	Installation Charges	
12	1 Lot	On-Site System Training	
13	1 Lot	Other Charges (itemize if any)	
<i>Total 36 MONTH LEASE</i>			

List any termination penalties if the Medical University of South Carolina decided to terminate the lease early.

List any discounts for annual payments versus monthly payments

The medical University of south Carolina reserves the right to either award LOT A or LOT B based on what is the most advantageous to the Medical University of South Carolina.

The Medical University of South Carolina reserves the right to negotiate rates with the successful BIDDER for new products or add on to the proposed Product which provides enhancements to the Product.

A BIDDER will not be found unresponsive if they only bid on one lot. However, they will not be awarded the BID if they do not respond to the lot the Medical University of South Carolina chooses to award.

The attached State of South Carolina Standard Equipment Agreement must be completed and returned with the bid if you complete LOT B – Lease Schedule.

**STATE OF SOUTH CAROLINA
STANDARD EQUIPMENT AGREEMENT**

This Agreement, made this day of , 20 , between whose address is (Lessor) and Medical University Of South Carolina, an agency of the State of South Carolina (Lessee).

If this Agreement is entered into as a result of a solicitation, in the event of an inconsistency between provisions of this Agreement and other terms of the solicitation, the inconsistency shall be resolved by giving precedence to the terms and conditions of the solicitation. This Agreement is entered into in connection with solicitation or contract number . Lessor hereby leases to Lessee the equipment described on the attached Exhibit A, upon the following terms:

1. **TERM OF LEASE:** The term of this Agreement shall commence on the date of acceptance by Lessee and shall continue for a period of unless sooner terminated by either party as provided herein. The initial term and renewal term cannot exceed a total of five (5) years.
 2. **RENTAL:** Lessee agrees to pay rental of: (1) \$ Dollars per month during the term of this agreement, or (2) the amounts and upon the conditions stated in the Schedule of Payments attached as Exhibit B. The first rental payment shall be due and payable on the day after the date of acceptance by Lessee. Subsequent payments shall be due on the Receipt of Invoice thereafter.
South Carolina sales or use taxes shall be stated separately.
 3. **DELIVERY:** Delivery shall be no later than from date hereof, time being of the essence. Delivery costs shall be borne by , and such costs shall not exceed .
 4. **INSTALLATION:** Lessor shall install the equipment at a suitable location designated by Lessee. Installation costs shall be borne by , and such costs shall not exceed .
 5. **ACCEPTANCE:** Upon delivery and installation of the equipment at MUSC, Lessee shall test and inspect it, and if in good working order, accept the equipment and acknowledge the acceptance in writing. The date of acceptance shall be the date upon which Lessee acknowledges in writing that the equipment is installed and operating properly.
 6. **MAINTENANCE:** Lessee shall use the equipment in a careful and proper manner in compliance with its intended use. Lessor shall at its expense maintain each item of equipment in good mechanical condition and working order. Lessee shall not be responsible for normal wear and tear resulting from the use thereof.
- OR**
- Maintenance shall be as stated on the attached Exhibit C.
7. **INSPECTION:** Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's normal working hours, to inspect the equipment and observe its use at the premises of Lessee.
 8. **TITLE:** The equipment shall at all times remain the property of Lessor and Lessee shall have no right, title, or interest therein except as expressly set forth in this Agreement.
 9. **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State of South Carolina.
 10. **HOLD HARMLESS:** Lessor shall indemnify and save Lessee harmless from any and all liability, damages, expenses, causes of action, suits, claims or judgments arising from injury to person or property resulting from delivery or transportation of equipment caused by the negligence of Lessor, his agents or servants, and Lessor shall at its own expense, defend any and all suits which may be brought against Lessee, either alone or in conjunction with others, upon any such liability or claim or claims.
 11. **JURISDICTION:** Lessor acknowledges that it is subject to the jurisdiction and process of the State of South Carolina as to all matters and disputes arising pursuant to this Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Lessor agrees to execute any and all agreements necessary to accomplish this provision.
 12. **DEFAULT:** Upon the failure of Lessee to make any payment when due, or upon the failure of Lessee to perform any other obligation imposed upon it by this Agreement and upon the continuance of such failure after the receipt of thirty (30) days written notice thereof from Lessor, Lessee shall be deemed to be in default and Lessor shall have the right to terminate this Agreement. Upon the failure of Lessor to perform any obligation imposed upon it by this Agreement, and upon the continuance of such failure after receipt of 7 days written notice thereof from Lessee, Lessor shall be deemed to be in default and Lessee shall have the right to terminate this Agreement.
 13. **TERMINATION AND REMEDIES:** (a) This Agreement may be terminated by Lessee's giving thirty (30) days prior written notice of such termination to Lessor. Lessee shall negotiate reasonable termination costs, if applicable. (b) Upon the termination of this Agreement as a result of a default by Lessor, Lessee shall be entitled to proceed by appropriate court action to enforce specific performance of this Agreement, to recover damages for breach, or to take such other action as may be permitted by law.
 14. **INSURANCE:** Lessee shall obtain and maintain for the term of the contract property damage insurance against risk of loss or damage to equipment.
 15. **NON-APPROPRIATION CLAUSE:** Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriations, grants, and monies are not made available to Lessee to pay this rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.
 16. **RENEWAL:** Lessee may, at its option by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial term, renew this Agreement for an additional term of N/A upon the same terms and conditions as this Agreement, provided that the initial term and the renewal term cannot exceed a total of five (5) years.
 17. **NOTICES:** All notices and other communications made or required to be given under this Agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such address as the party may provide from time to time.
Lessor's address:

Lessee's address: Medical University Of South Carolina
171 Ashley Avenue
Charleston, SC 29425

18. **ASSIGNMENT:** Lessor may, with the prior approval of Lessee, assign its right to receive payment of rent hereunder, provided that such assignment shall not relieve Lessor of its responsibility to perform any duty imposed herein.

19. **RELOCATION:** In the event Lessee desires to relocate the equipment within its offices or elsewhere in South Carolina State Government, Lessor will submit a price quotation not to exceed Lessor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.
20. **PATENTS INDEMNITY:** Lessor shall defend, at its own expense, any action brought against Lessee to the extent that it is based on a claim that the equipment supplied by Lessor infringes a United States Patent, and Lessor will pay any costs and will indemnify Lessee for all expenses which are attributable to any such claim including any award of damages against lessee, provided Lessee gives Lessor prompt notice in writing of such claim, and further provided Lessor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. Should the equipment become, or in Lessor's opinion be likely to become, the subject of a claim or infringement of a United States Patent, Lessee shall permit Lessor, at its option and expense, either to procure for Lessee the right to continue using the equipment, to replace or modify the same so that they become non-infringing, or to discontinue the use of the equipment and accept its return. Lessor shall have no liability to Lessee with respect to any claim of patent infringement which is based upon the combination of equipment supplied hereunder with equipment or devices not supplied by Lessor. The foregoing states the entire liability of Lessor with respect to infringement of patents by the equipment.
21. **PAYMENTS:** All payments due pursuant to this Agreement are solely the responsibility of the agency designated Lessee; the Division of General Services has no liability with respect to payments or breaches.
22. **ENTIRE AGREEMENT:** This Agreement, attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered or changed except after prior written approval from the Division of General Services, in compliance with the S.C. Consolidated Procurement Code, and by a written agreement, signed by the parties.
Accepted and executed the date stated above.

LESSOR:
BY:
ITS:

LESSEE:
BY:
ITS:

FORM.SEA

MUSC REVISED 8/16/96

ADOPTED 5/27/1980
REVISED DATE 7/1/1988

Rev. 05/20/03

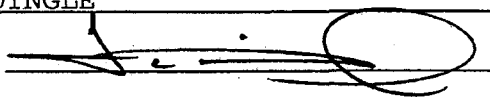
REQUEST FOR PROPOSAL
INVITATION FOR BID

REQUESTOR SIGNATURE PAGE

1. The undersigned agrees they have read the Invitation for Bid (IFB) or Request for Proposal (RFP) which is being submitted; they understand the IFB or RFP and the IFB or RFP is responsive to and complies with all of the instructions, conditions and specifications that were submitted.
2. The undersigned understands and agrees this IFB or RFP includes any and all attachments, exhibits and documents covering the acquisition submitted by the requestor.
3. It is also understood unless there is a compelling reason to reject one or more bids or proposals, award will be made to the lowest responsible and responsive bidder. Every effort has been made and will continue to be made to anticipate changes in a requirement (specification) prior to the date of opening and to notify all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids or proposals and preventing the unnecessary exposure of prices. As a general rule, after opening, an IFB or RFP will not be cancelled and re-advertised due solely to increased or changing requirements (specifications) for the items being procured. Award will be made on the initial invitation or proposal and the revised documents will be treated as a new procurement.
4. By my signature, I do hereby certify that the specifications listed are accurate and represent the requirements in its entirety for this solicitation. I further certify I, alone, am responsible for the development of these specifications and, to my knowledge, there is/are no restrictive specification(s) which will unnecessarily limit competition.

DEPARTMENT NAME: BUSINESS SERVICES PHONE 792-9787

NAME OF REQUESTOR: ROY DINGLE

SIGNATURE OF REQUESTOR:  DATE 7/2/2004

DATE SENT TO REQUESTOR: JUNE 29, 2004

DATE RETURNED FOR PROCESSING July 16, 2004

IFB/RFP # 4705-07/15/04-5278-Z

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04 JUL -6 AM 10:34

PROCUREMENT

MC II telecommunications, inc.

August 31, 2004

Mike Spicer, Chief Procurement Officer
Office of the State CIO
4430 Broad River Road
Columbia, South Carolina 29210

RE: Solicitation IT4374

Dear Mike:

This letter is to protest the requirements set forth in solicitation IT 4374, "Twisted Pair Copper Cabling Specifications" issued by Clemson University. I believe the requirements are restrictive and eliminate numerous contractors from competition, including my company, who has for many years as Mills Communications and now M.C.II worked with the state of South Carolina and Clemson University.

M.C.II has held this contract for five years ending July 30, 2004. In that time, our crews have handled the entire workload on a unit production basis as required by Clemson Telecommunications in accordance with the specifications outlined in the previous solicitation. At least 95% of that time, the work was performed by two technicians who were stationed on campus at all times. The new specifications requested in Solicitation IT4374 are similar in scope, if not identical, to the prior bid with the exception of the number of certified individuals.

Although certification may be desirable, it is in my opinion extreme to ask for the availability of ten certified individuals on staff for a company to be allowed to bid. Especially when two handled the prior workload. Therefore, I respectfully request the state to consider lowering the number of individuals necessary in order to bid and allowing equivalent experience to satisfy the requirement with certification forthcoming on people assigned to work at Clemson. We have an RCDD to comply with that need, but were never asked as Clemson has one on staff.

I realize the school must keep abreast of the latest technological advances, and I would certainly not propose to perform work without the proper experience. But in order to perform all past work at the same institution, no certification was required and, furthermore, no explanation was offered as to the reason for the new requirement. The person at Clemson called our technicians by name and said they have loved their work since they have been there.

P.O. Box 23759
Columbia, SC 29224

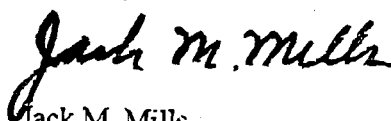
210 Business Park Boulevard
Columbia, SC 29203

803-736-1141
fax 803-788-1051

MC **telecommunications, inc.**

I would like to work with Clemson University, your office and other interested parties to develop acceptable language that is representative of a wide range of vendor capabilities and allows for open competition. I look forward to talking with you soon regarding this very important matter.

Sincerely,



Jack M. Mills
President

JMM/tpb

Cc:James Boleman Jr.
Hobart Trotter

P.O. Box 23259
Columbia, SC 29224

210 Business Park Boulevard
Columbia, SC 29203

803-736-1141
fax 803-788-1051

CLEMSON

UNIVERSITY

MEMORANDUM

To: Jim Boleman, Procurement Director

From: Randal Davis, Telecommunications Director

Date: September 17, 2004

Subject: Solicitation IT4374

This memo is a response to Mr. Jack Mills' letter of August 31, 2004, to Mr. Mike Spicer. The specifications for this bid require that the successful bidder must have at least 10 technicians with BICSI Level 1 certifications, three technicians with BICSI Level 2 certifications, and one person with RCDD certifications. In his letter, Mr. Mills protested this requirement.

Mr. Mills made several objections to the requirement. His objections and our response to each are listed below:

OBJECTION: Mr. Mills' company held a previous contract with the University. He believes the bid specifications for IT4374 are similar to those of the previous contract, except for the requirement for a minimum number of trained and certified technicians. Since his company complied with the terms of the previous contract, he believes the training and certifications requirement is not justified.

RESPONSE: The most significant difference in the specifications for the previous contract and the current bid is the type of material that will be installed and the sophistication of the networks that the installations will create. The previous contract called for the installation of Category 3 and Category 5 telecommunications wire. We were using Category 3 wires for telephones and Category 5 wires for data. Since then, Category 6 wires have become the industry standard for new data networking installations. Services like 100 megabit and 1 gigabit data networks and Voice Over IP systems will only run reliably on wiring systems that meet the Category 6 standards end-to-end. Meeting those standards requires more than just buying Category 6



TELECOMMUNICATIONS

Center for Applied Technology 511 Westinghouse Road Clemson, SC 29670
864.656.2600 FAX 864.656.0333

certified materials. It also means the installation must be performed with adherence to a strict set of practices that will help guarantee the quality of the network. All Category 6 cable manufacturers insist that their wire must be installed by technicians with ANSI/EIA/TIA 586B training and certifications. Their warranties are void otherwise. BICSI is the largest manufacturer-independent organization that provides this training and certification. To protect our wiring infrastructure and to make sure it meets our needs today and tomorrow, the University has made a commitment to Category 6 wiring. We are using Category 6 wiring exclusively for all new installations. We are using Category 5E wiring only when we add to existing installations. We are no longer installing Category 3 wiring. This commitment to Category 6 wiring has increased our materials costs by about 67%. It is only prudent that we make sure these premium materials are installed properly and that the resulting networks are proven to meet the Category 6 standards. We therefore added the Category 6 standards and the minimum training and certifications requirement to our current bid.

OBJECTION: Mr. Mills believes the requirement is restrictive and eliminates numerous contractors from competition.

RESPONSE: It is our intent to assure that the successful bidder has the resources, including the number of employees with training and certifications, that would be needed to accomplish the projects we can reasonably expect to assign to the contractor. All bidder qualification requirements potentially eliminate some participants. We do not believe our training and certifications requirement is restrictive because there are a number of vendors who could qualify. We had five responses to our bid. Three of them have enough trained and certified technicians to comply with our requirement. We believe there are at least three other companies that could meet the requirement but chose not to bid.

OBJECTION: Mr. Mills believes we are requiring too many trained and certified technicians based on the average workload his company experienced during its previous contract with us.

RESPONSE: While it is true we need only two or three contract technicians on a day-to-day basis, major projects often increase our demands significantly. Under a previous contract, Mr. Mills' company used approximately 40 technicians to wire more than 2,000 outlets in about eight weeks. For the last two years, we have had most new buildings and major renovations wired by the general construction contractor, not Mr. Mills' company. If Mr. Mills'

company had done those projects, he would have needed several more technicians. We have many projects (new construction, building renovations, ventilation improvement, video system upgrade, fire and security alarm upgrade, network wiring upgrade, and wiring "cleanup" projects) that are pending funding and that will require new cable installations. When funding becomes available, we are expected to react quickly. We could conceivably have projects going in five, six, or more buildings at once. Our contractor could easily need at least 10 people with BICSI Level 1 certifications, three people with BICSI Level 2 certifications, and an RCDD to accommodate that many concurrent projects.

OBJECTION: Mr. Mills thinks we should accept equivalent experience in lieu of training and certifications.

RESPONSE: Many of the installation practices, labeling, and testing requirements of the Category 6 standards are new and specific but not instinctive. They would not have been learned by years of installation experience. Requiring the certifications that technicians receive only by studying the practices and being tested on their knowledge is the best and fairest way to evaluate the skills of the unknown staffs of multiple bid respondents.

I hope we have accurately identified and adequately addressed all of Mr. Mills' concerns. I am available for further discussion of these issues if needed.

APPENDIX C

PROCUREMENT SERVICES DIVISION CERTIFICATION SURVEY EFFORTS AND RESULTS AS OF DECEMBER 13, 2004

Survey Efforts Made to Date

- On September 24, via email and hard copy, we invited agency procurement directors, assistant directors, and college vice presidents to a meeting at DHEC to discuss certification.
- On September 27, via the Office of Human Resources ADO (Agency Directors Organization) email list, we advised the ADO that certification was available to their agencies just in case they were not aware of it.
- On October 4, we conducted the meeting at DHEC. I believe 88 people attended.
- On the same day, we sent another memo to the agency procurement directors, assistant directors, and college vice presidents recapping our discussion.
- On October 7, again via the OHR ADO email list, we sent another letter to agency directors asking them to contact us if they desired higher certification.

Survey Results

To date, we have heard from the following agencies:

NO THANKS

- 1- Aiken Tech - No, "\$25,000 is enough at this time."
- 2- PSC - No, "\$25,000 certification is OK."
- 3- Education - No, "at this time we are going to hold where we are at (\$25,000)."
- 4- Wil Lou Gray - No, "Wil Lou Gray Opportunity School would like to remain certified at \$25,000 level as we are currently."
- 5- State Library - No, "We feel that our \$25,000 certification is sufficient."
- 6- State Auditor - "The State Auditor's Office does not want any additional procurement certification."
- 7- Department of Commerce - "After a review of the Department's current procurement authorization, the Department of Commerce believes that our authorization is sufficient at this time."
- 8- State Treasurer - "At this time, the State Treasurer's Office does not request any additional procurement certification above the standard \$25,000 level."

YES PLEASE

LLR

At their November meeting, the Board increased LLR's certification of \$50,000 for goods and services and consultants to \$100,000.

DJJ, DOT, Coastal Carolina, ETV, and Employment Security have requested increases in their certifications.

DJJ - We are bringing DJJ to the December Board meeting testing one of our first new approaches; certifying agencies differently for supplies than for services. As requested by Randy Grant, Assistant Agency Director, we are recommending that the Board increase their certification from \$50,000 for goods and services to \$250,000 for supplies (goods) and \$100,000 for services. DJJ is in agreement.

DJJ has also asked for more authority in IT (from \$50,000 to \$100,000) and Construction (from \$25,000 to \$50,000). We are currently considering both of those requests. Mike Spicer and Mike Thomas, the other two chief procurement officers, have expressed opposition to these requests. Based on an APS (our automated procurement system) activity report, Mike Spicer has commented that he does not believe that DJJ has enough IT activity to warrant an increase for IT. According to Mike, his office has processed one procurement for DJJ this year and it was for some programmers. Prior to this year, there were only 5 other awards for DJJ since we started using APS, which IT started using in 1998 I believe.

According to Mike Thomas, State Engineer, DJJ doesn't have the technical staff to support an increase in certification under our current mode. (See footnote no. 1 for an explanation of the term "current mode".)

DOT - Mike Thomas and I have met with DOT to discuss their certification. We are bringing DOT to the December Board meeting. In goods and services, we are recommending increasing their certification from \$250,000 for goods and services to \$500,000 for services and \$1 million for supplies. In construction, we are recommending testing another new approach; certifying for construction procurement only, not building code regulation.¹ We are recommending certification for construction procurement of \$10 million.

Coastal Carolina University - Also coming to the Board in December, we are recommending increasing their goods and services authority from \$100,000 to \$200,000, their consultants authority from \$25,000 to \$100,000, their construction authority from \$25,000 to \$100,000 and certifying them for the first time for revenue generating management services to \$1,000,000 (from \$25,000).

ETV - Also coming to the Board in December, we are recommending increasing their goods and services authority from \$25,000 to \$50,000.

Employment Security Commission - Has informed us (on October 26) that they would like an increase in certification, but they have not told us what limits they desire. Subsequently, they requested certification of \$250,000, a 10 fold increase in their authority. With such a significant increase, I am informing ESC that another audit will have to be performed before we can make that recommendation.

Budget and Control Board, Employee Insurance Programs - Requested certification, but withdrew that request.

Department of Corrections - On December 9, requested increased certification from \$200,000 for goods and services to \$1,000,000. This item will be processed to the Board in January '05.

¹ The Office of the State Engineer has two distinct statutory responsibilities, one as the chief procurement office for construction (11-35-830) and the other as the chief building official for the state of SC (10-1-180). Historically, we have certified agencies for both procurement and building code activities. With DOT, we are recommending that we divorce the two requirements and certify here for procurement only. As the State's chief building official, the State Engineer has the authority to delegate authority for building code reviews and inspections without Budget and Control Board approval.

Francis Marion University – On December 2, requested increased certification from \$150,000 for goods and services and IT to \$200,000; from \$50,000 for consultants to \$100,000; and from \$100,000 for construction to \$500,000.

We have not heard from anyone else, including the agencies who expressed a desire for more certification at the October 4 meeting. I believe they were:

- SC State
- Department of Motor Vehicles
- Department of Public Safety.

Delegations of Procurement Authority by the CPO

The CPOs have the authority to delegate procurement authority to agencies for specific transactions. (11-35-840) I have been actively delegating procurement authority to agencies to process specific goods and services transactions. Since I discussed this option during the October 4 meeting, agencies are utilizing this method of requesting additional authority at an increased pace. See the attached list of procurements delegated to agencies.

Please let me know if you have any questions, comments, or suggestions. Thanks.

APPENDIX D

STATE OF SOUTH CAROLINA
State Budget and Control Board
PROCUREMENT SERVICES DIVISION

MARK SANFORD, CHAIRMAN
GOVERNOR

GRADY L. PATTERSON, JR.
STATE TREASURER

RICHARD ECKSTROM
COMPTROLLER GENERAL



HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

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CHAIRMAN, WAYS AND MEANS COMMITTEE

FRANK W. FUSCO
EXECUTIVE DIRECTOR

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(803) 734-2320

MATERIALS MANAGEMENT OFFICE
1201 MAIN STREET, SUITE 600
COLUMBIA, SOUTH CAROLINA 29201
(803) 737-0600
Fax (803) 737-0639

R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICER

Memorandum

TO: State Agency Assistant Directors
College and University Vice Presidents
State Procurement Directors

FROM: Voight Shealy
State Materials Management Officer

SUBJECT: Agency Procurement Certification

DATE: September 24, 2004

As I believe all of you know, the Consolidated Procurement Code allows agencies to seek additional procurement authority by requesting certification from the Budget and Control Board. Your agency is currently certified to conduct varying level of direct procurements – but only up to a specified dollar threshold. Above that threshold, your agency's procurements must be conducted by one of the Budget and Control Board's centralized procurement offices. Historically, we have typically recommended that the Budget and Control Board certify agencies for the broad categories of goods and services, consultants, information technology and construction, each with a set dollar authorization.

We are reconsidering that approach and request your input. I invite you to participate in a discussion of the future application of procurement certification in South Carolina to be held at Peebles Auditorium, Department of Health and Environmental Control, 2600 Bull Street, Columbia, SC at 2:00 PM on Monday, October 4. Due to Homeland Security concerns, entry to the building may be gained at the front door only. Sign-in procedures may take several minutes per person to complete. Please allow yourself enough time to sign in.

Please help us determine how we can best serve you in the processing of your procurement activity and in the delegation of procurement authority to agencies.

If you have any questions, please contact me directly, either by email at vshealy@mmo.state.sc.us or by telephone at 803-737-0635.

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PROCUREMENT SERVICES DIVISION

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R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICER

Memorandum

TO: State Agency Directors

FROM: Voight Shealy
State Materials Management Officer

SUBJECT: Agency Procurement Certification

DATE: September 27, 2004

As you may know, your agency is currently certified to conduct varying types of direct procurements – but only up to a specified dollar threshold. Above that threshold, your agency's procurements must be conducted by one of the Budget and Control Board's centralized procurement offices. I am writing to remind all agency directors that increased procurement certification is available. If you are unaware of your current certification levels, I have attached an alphabetical listing of certified agencies and their corresponding authority. Please review the listing for your agency. If you believe your agency needs additional certification, I encourage you to contact me directly, either by email at vshealy@mmo.state.sc.us or by telephone at 803-737-0635.

If you decide to make such a request, please remember that the Procurement Code and Regulations identify certain factors that must be considered before additional authority is granted. Those factors include the following: (1) your agency's history of adherence to the provisions of the South Carolina Consolidated Procurement Code and the accompanying Regulations, (2) your agency's procurement staff and their level of training, (3) the adequacy of your internal audit trails and purchase order register, (4) evidence that your agency has sought competition in the procurements it has conducted, (5) your agency's adherence to the small purchase provisions and purchase order confirmation; and, (6) the history of your agency's use of emergency and sole source procurements, including the quarterly reporting requirements. As these elements are drawn directly from the law, you may want to consult Section 11-35-1210 of the Code or Regulation 19-445.2020 for additional information.

Attachment

282)	ADJUTANT GENERAL	04/08/03	04/08/06	Goods and Services Information Technology Consultant Services Construction Contract Award Construction Contract Change Order
275)	AIKEN TECHNICAL COLLEGE	08/13/02	08/13/05	Goods and Services (Local Funds Only) Information Technology (Local Funds Onl Consultant (Local Funds Only)
292)	ALCOHOL AND OTHER DRUG ABUSE SERVICES	11/12/03	11/12/06	Goods and Services Information Technology Consultant Services
281)	ARTS COMMISSION	04/08/03	04/08/06	Design and Printing Services Goods and Services
288)	B&CB-CONSTRUCTION & PLANNING	06/17/03	06/17/08	Construction Contract Award Construction Contract Change Order Architect/Engineer Contract Amendment
269)	THE CITADEL	6/18/02	6/18/05	Goods and Services Consultant Services Information Technology Construction Contract Award Construction Contract Change Order
269)	THE CITADEL	6/18/02	6/18/05	Architect/Engineer Contract Amendment
272)	CLEMSON UNIVERSITY	5/7/02	5/7/05	Goods and Services Consultant Services Information Technology Revenue Generating Mgt. Services Construction Contract Award

				Construction Contract Change Order
				Architect/Engineer Contract Amendment
264)	COASTAL CAROLINA	02/14/02	02/14/05	Goods and Services
				Consultant Services
				Information Technology
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
265)	COLLEGE OF CHARLESTON	11/12/03	02/14/05	Goods and Services
				Consultant Services
				Information Technology
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
356)	OFFICE OF THE COMPTROLLER GENERAL	03/18/04	03/18/07	Goods and Services
				Information Technology
279)	DEPT. OF CORRECTIONS	03/04/03	03/04/06	Goods and Services
				Information Technology
				Consultant Services
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineering Contract Amendme
				Food Products
				Food Services & Equipment Supplies
358)	SCHOOL FOR THE DEAF AND THE BLIND	05/04/04	05/04/07	Goods and Services
				Information Technology

				Consultant Services
274)	DEPT. OF DISABILITIES AND SPECIAL NEEDS	08/13/02	08/13/05	Pharmaceutical Drugs
				Pharmaceutical Services
				Goods and Services
				Consultant Services
274)	DEPT. OF DISABILITIES AND SPECIAL NEEDS	08/13/02	08/13/05	Information Technology
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
259)	EDUCATION, DEPT. OF	08/15/01	08/15/04	Goods and Services
				Consultant Services
				Information Technology
260)	EDUCATIONAL TELEVISION COMMISSION	08/15/01	08/15/04	Goods and Services
				Information Technology
				Consultant Services
				Construction Services
				Construction Contract Change Order
				Architect/Engineering Contract Amend.
289)	EMPLOYMENT SECURITY COMMISSION	08/05/03	08/05/06	Goods and Services
				Information Technology
				Consultant Services

280)	FLORENCE-DARLINGTON TECHNICAL COLLEGE	04/08/03	04/08/06	Goods and Services (Local Funds Only) Information Technology (Local Funds Or Consultants(Local Funds Only)
276)	FORESTRY COMMISSION	09/17/02	09/17/05	Goods and Services Information Technology Consultant Services
(355)	FRANCIS MARION UNIVERSITY	1/09/04	1/09/07	Goods and Services Information Technology Consultant Services Construction Services Construction Change Order Architect/Engineer Contract Amendment
267)	DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL	03/26/02	03/26/05	Annual Term Contracts for: Drugs, biological for human use; Contraceptives, biochemicals and bioche biochemical research Annual Term Contracts for hospital Sundries and germicides All other Goods and Services Information Technology Consultant Services
267)	DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL	03/26/02	03/26/05	Information Technology Consultant Services
271)	HEALTH AND HUMAN SERVICES	5/7/02	5/7/05	Service Provider Contracts Funded Fron Any Source Service Provider Being a Provider of Services Directly to a client Consultant Services including Information Technology Consultants Information Technology Goods and Services
268)	HORRY-GEORGETOWN TECHNICAL COLLEGE	03/26/02	03/26/05	Goods and Services (Local Funds Only) Consultant Services (Local Funds Only)

				Information Technology (Local Funds Or Only)
266)	DEPT. OF JUVENILE JUSTICE	02/14/02	02/14/05	Goods and Services
				Consultant Services
				Information Technology
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
257)	DEPT. OF LABOR, LICENSING AND REGULATION	03/18/04	03/18/07	Goods and Services
				Information Technology
				Consultant Services
294)	LANDER UNIVERSITY	11/12/03	11/12/06	Goods and Services
				Consultant Services
				Construction Services
				Information Technology
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
278)	SC LAW ENFORCEMENT DIV.	01/28/03	01/28/06	Goods and Services
				Consultant Services
				Information Technology
290)	MEDICAL UNIVERSITY OF SOUTH CAROLINA	08/05/03	08/05/06	Goods and Services
				Information Technology
				Consultant Services
				Construction Contract Award
				Construction Contract Change Order
				Architect/Engineering Contract Amendm

257)	DEPT. OF MENTAL HEALTH	06/12/01	06/12/04	Underpads, diapers
				Hospital sundries excluding underpads, diapers
				Consultant/Contractual Services
				Goods and Services
				Information Technology
				Construction Services
				Construction Contract Change Order
				Architect/Engineer Contract Amendment
284)	MIDLANDS TECHNICAL COLLEGE	05/15/03	05/15/06	Goods and Services (Local Funds Only)
				Consultant Services (Local Funds Only)
				Information Technology (Local Funds Only)
				Construction Services (Local Funds Only)
				Construction Contract Change Order (Local Funds Only)
				Architect/Engineering Contract Amendment
295)	NATURAL RESOURCES	11/12/03	11/12/06	Goods and Services
				Consultant Services
				Information Technology
				Construction Services
				Construction Contract Change Orders
				Architect/Engineer Contract Amendment
286)	PARKS, RECREATION AND TOURISM	06/17/03	06/17/06	Goods and Services
				Construction Contract Award
				Information Technology
				Construction Contract Change Order
				Consultant Services

				Architect/engineering Contract Amendm
287)	PIEDMONT TECHNICAL	06/17/03	06/17/06	Goods and Services (Local Funds Only Consultants (Local Funds Only) Information Technology (Local Funds Or
277)	DEPT. OF PUBLIC SAFETY	01/28/03	01/28/06	Goods and Services Information Technology Consultant Services Construction Contract Award Construction Contract Change Order Architect/Engineer Contract Amendment
263)	DEPT. OF SOCIAL SERVICES	02/14/02	02/14/05	Service Provider Contracts Funded from Social Services Block Grant and Child Welfare Service Provider Contracts funded from Federal Title IV- Service Provider being provider of services directly to a client Goods and Services Consultant Services Information Technology
261)	SOUTH CAROLINA STATE UNIVERSITY	12/13/01	12/13/04	Goods and Services Consultant Services Information Technology
291)	DEPT. OF REVENUE	08/05/03	08/05/06	Goods and Services Consultant Services Information Technology
262)	DEPT. OF TRANSPORTATION	02/14/02	02/14/05	Goods and Services – prefabricated con Concrete bridge spans & aggregate, (A) prefabricated concrete bridge spans And aggregate are included in Goods and Services Information Technology

				Consultant Services
				Construction Contract Award
				Contract Construction Change Order
				Architect/Engineer Amendment
285)	TRIDENT TECHNICAL COLLEGE	06/17/03	06/17/06	Goods and Services (Local Funds Only)
				Consultant Services (Local Funds Only)
				Information Technology (Local Funds Or
				Construction Contract (Local Funds Only
				Construction Contract Change Order
285)	TRIDENT TECHNICAL COLLEGE	06/17/03	06/17/06	Architect/Engineering Contract Amendm (Local Funds Only)
275)	UNIVERSITY OF SOUTH CAROLINA	8/13/02	8/13/05	Goods and Services
				Consultants
				Information Technology
				Construction Contract Award
				Construction Contract Change Order
275)	UNIVERSITY OF SOUTH CAROLINA	08/13/02	08/13/05	Architect/Engineer Contract Amend.
				Revenue Generating Services Manager
283)	VOCATIONAL REHABILITATION	04/08/03	04/08/06	Goods and Services
				Consultant Services
				Information Technology
				Case Services Funds
				Construction Service Award
				Construction Contract Change Orders
270)	WIL LOU GRAY OPPORTUNITY SCHOOL	6/18/02	6/18/05	Goods and Services Consultant Services Information Technology
258)	WINTHROP UNIVERSITY	06/12/01	06/12/04	Goods and Services

Consultant Services

Information Technology

Construction Services

Construction Contract Change Order

Architect/Engineer Contract Amendment

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R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICER

Memorandum

TO: State Procurement Directors
State Agency Deputy Directors
College & University Vice Presidents

FROM: Voight Shealy *Voight Shealy*
State Materials Management Officer

SUBJECT: October 4, 2004 Meeting Regarding Procurement Certification

DATE: October 6, 2004

On October 4, 2004, the Budget and Control Board, Procurement Services Division, initiated an open discussion concerning the future of procurement certification in order to seek input from you and your peers. Sixty two people attended the meeting and contributed significantly in this discussion. I am writing to provide you with a recap of the topics discussed and the topics that received the most support. For your information, I have attached the PowerPoint presentation used to facilitate our discussion.

Topics Discussed

During the meeting, we discussed the following topics which include a number of audience initiated ideas to improve the agency procurement certification process.

- Increasing all agencies procurement certification above the \$25,000 currently authorized all agencies
- Increasing certified agencies' procurement certification
- Targeting more specifically agency procurement expertise in certifications
- Certifying individuals who possess personal procurement certifications and/or professional experience
- Certifying for the specific procurement procedures authorized by the Code, i.e. invitations for bids, requests for proposals, etc.
- The chief procurement officers continuing to delegate procurement authority to agencies on a transaction by transaction basis

- Certifying more liberally for commodities than services
- Adding a special certification category for Homeland Security products and services
- Increasing procurement certification for select agencies desiring an increase
- Standardizing and distributing solicitation documents including terms and conditions for select procurements and delegating additional certification to agencies utilizing those standardized documents

Most Popular Topics Discussed

The ideas receiving the most support from the discussion group included:

- Targeting more specifically agency procurement expertise in certifications
- Certifying for the specific procurement procedures authorized by the Code, i.e. invitations for bids, requests for proposals, etc.
- The chief procurement officers continuing to delegate procurement authority to agencies on a transaction by transaction basis
- Certifying more liberally for commodities than services
- Adding a special certification category for Homeland Security products and services
- Increasing procurement certification for select agencies that possess professional procurement staffs and demonstrate procurement expertise and desire more authority
- Standardizing and distributing solicitation documents and terms and conditions for select procurements and delegating additional certification to agencies utilizing those standardized documents

We are proceeding with plans to develop these most promising ideas for submission to the Budget and Control Board. Finally, we plan to survey agency directors seeking their opinions on increasing select agency certifications immediately.

As we develop ideas to improve the agency procurement certification process, I will continue to keep you informed of our progress and seek your advice on these and other topics as they arise.

I request your continued support for this project, and thank you for your participation.

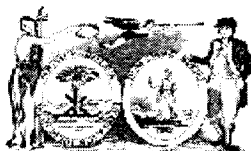
C: Marshall Evans, Governor's Office
Diane Caraway, Senate Finance Committee
Don Hottel, Ways and Means Committee
Nat Kaminski, Comptroller General's Office
Frank Rainwater, State Treasurer's Office
Delbert Singleton, Director, Procurement Services Division
Chief Procurement Officers
Keith McCook, Assistant General Counsel
Larry Sorrell, Manager, Audit and Certification

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R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICER

Memorandum

TO: State Agency Directors

FROM: Voight Shealy
Voight Shealy
State Materials Management Officer

SUBJECT: Your Agency's Procurement Certification

DATE: October 7, 2004

Recently, I emailed you a letter advising you that the Consolidated Procurement Code provides for state agencies to gain additional procurement authority through certification by the Budget and Control Board. To date, every state agency has been certified by the Board to at least \$25,000 per transaction. In case, you are not aware of your agency's certification, I have attached a current list of authority limits authorized by the Board. If your agency is not listed on the attachment, your procurement authority is \$25,000 per transaction.

The Budget and control Board, Procurement Services Division, conducted a meeting of agency procurement directors, deputy directors, and college vice presidents on October 4, 2004 to discuss procurement certification. Sixty-two officials attended the meeting. During the meeting, we agreed to submit this survey to you for your consideration.

Please review the list of certified agencies and let me know if you desire additional procurement certification. The Code identifies the following minimum factors required for procurement certification:

- (a) adherence to the provisions of this code and the ensuing regulations, particularly concerning competitive procurement methods;
- (b) responsiveness to user needs;
- (c) obtaining of the best prices for value received.

(SC Code Section 11-35-1210.)

State Agency Directors
October 7, 2004
Page 2

Thank you for your consideration of this important efficiency measure for state agencies.

Attachment

C: Marshall Evans, Governor's Office
Diane Caraway, Senate Finance Committee
Don Hottel, Ways and Means Committee
Nat Kaminski, Comptroller General's Office
Frank Rainwater, State Treasurer's Office
Delbert Singleton, Director, Procurement Services Division
Chief Procurement Officers
Keith McCook, Assistant General Counsel
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R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICER

Memorandum

TO: State Agency Directors

FROM: Voight Shealy
State Materials Management Officer

SUBJECT: Your Agency's Procurement Certification

DATE: November 29, 2004

Recently, I emailed a letter to all state agency directors asking you if your agency desired additional procurement certification. I received a limited number of responses to my email and have reported the survey results to representatives of the Governor's Office. Out of an abundance of caution, they asked that I make sure that you have been afforded a full opportunity to be heard on this matter.

If you desire additional procurement certification for your agency, please let me know by emailing me at vshealy@mmo.state.sc.us, calling me at 803-737-0635, or writing me at the address above.

I appreciate your consideration.

C: Marshall Evans, Governor's Office
Diane Caraway, Senate Finance Committee
Don Hottel, Ways and Means Committee
Nat Kaminski, Comptroller General's Office
Frank Rainwater, State Treasurer's Office
Delbert Singleton, Director, Procurement Services Division
Chief Procurement Officers
Keith McCook, Assistant General Counsel
Larry Sorrell, Manager, Audit and Certification

APPENDIX E

Suggested Reading

ICN General Negotiation Skills

Available from the Caucus web site. (Note: This is a PDF document.)

The Smart Way to Buy Information Technology: How To Maximize Value and Avoid Costly Pitfalls

By Brad L. Peterson and Diane M. Carco

AMACOM, Hardcover, 304 pages, February 1998, ISBN 0814403875

Purchasing and Supply Management, Sixth Edition

by Donald W. Dobler, David N. Burt (Contributor), LaMar Lee

McGraw-Hill Higher Education; Hardcover, 963 pages, December 5, 1995, ISBN: 0070370893

Power Tools for Successful Leasing

By James M. Johnson, Ph.D. and Barry S. Marks

Leasing Power Tools Press, Softcover, 310 pages, November 2000

Technology Leasing: Power Tools for Lessees

By James M. Johnson, Ph.D. and Barry S. Marks, Esq.

Leasing Power Tools Press, Softcover, 273 pages, January 2002, ISBN 0971239517

Analysis for Financial Management, Sixth Edition

By Robert C. Higgins

McGraw-Hill Higher Education, Paperback, 412 pages, June 6, 2000, ISBN: 0072315318

Business Data Communications and Networking, Seventh Edition

By Jerry Fitzgerald and Alan Dennis

John Wiley & Sons; Hardcover, 457 pages, August 2001, ISBN: 047139100X

Patent, Copyright and Trademark, Fourth Edition

By Stephen Elias, Richard Stim, Beth McKenna (Editor)

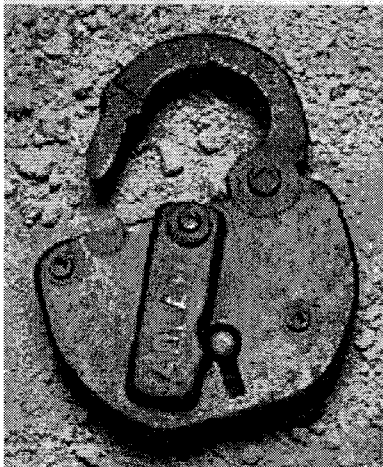
Nolo Press; Paperback, 496 pages, February 2001, ISBN: 0873376013

Review Guides

CTPE Review - Finance

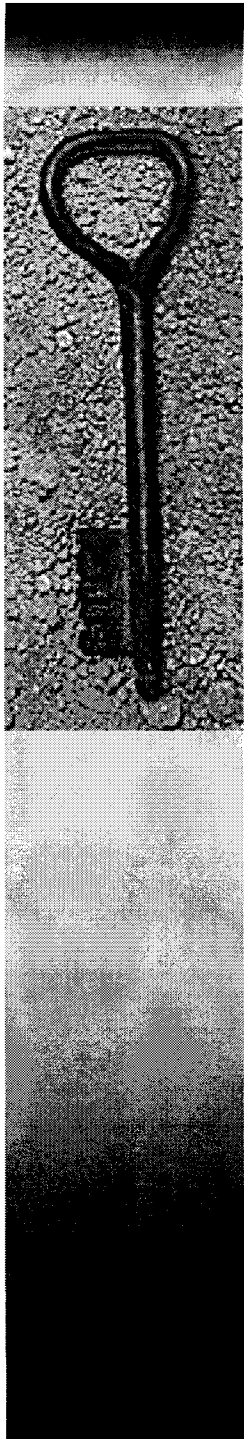
Prepared by James M. Johnson, Ph.D., CTPE, December 19, 2003

Appendix F



Information Technology Procurement

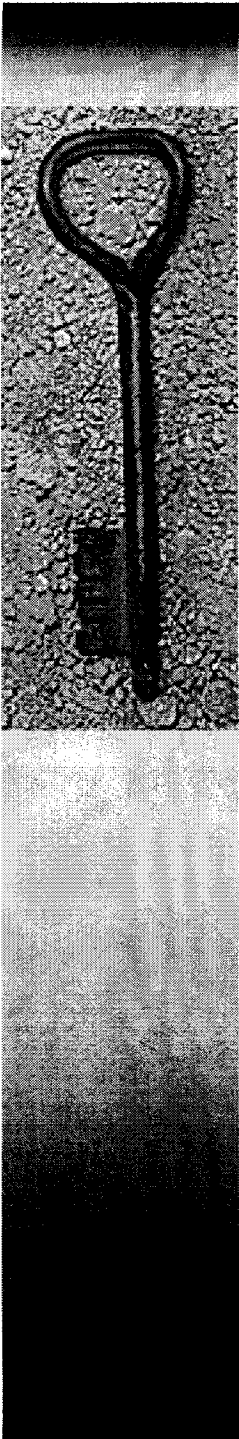
Training and Certification



Training and Certification

Why?

- ◆ **National Certification vs. State Certification**
- ◆ **SC Procurement Code & Regulations**
- ◆ **SC Case Law**
- ◆ **Intellectual Property**
- ◆ **Common Law Employment**
- ◆ **IT Leasing**
- ◆ **Outsourcing and Off Shoring**
- ◆ **Financial Analysis**
- ◆ **Applying Technology**



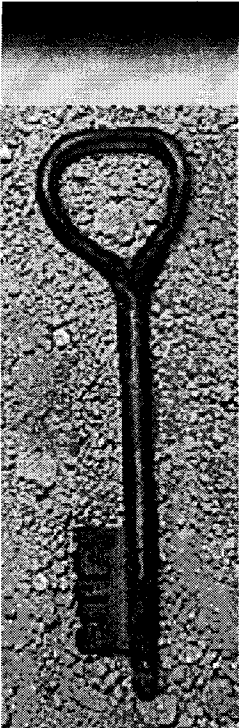
Training and Certification

◆ National Certification

- Not SC specific
- Does not address IT related issues

◆ Authorized under Code

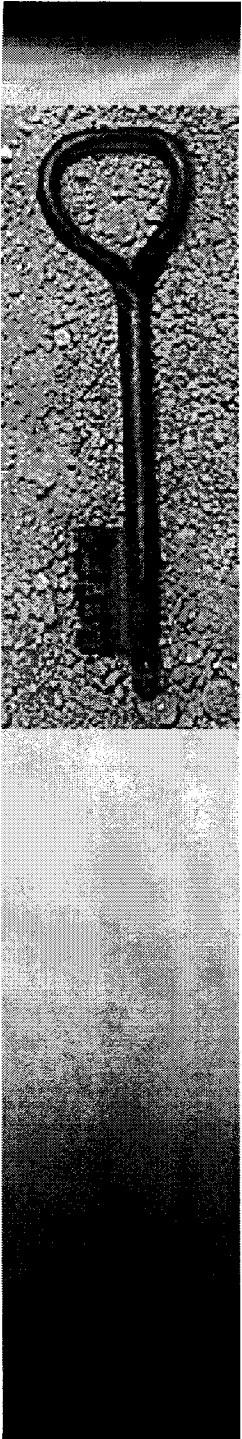
- Develop a system of training for procurement.
- Training shall encompass the latest techniques and methods of public procurement.
- Training may include a requirement for the certification of the procurement officer of each purchasing agency.



Procurement Code and Regulations

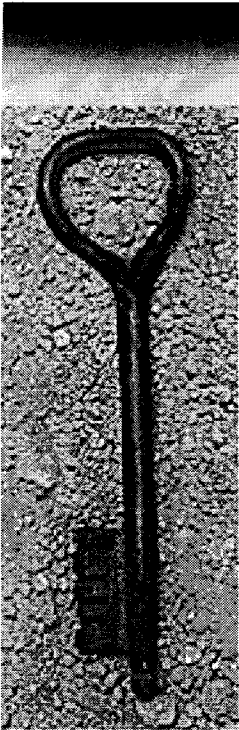
If you don't know the rules, you can't play the game

- ◆ **Source Selection Methods**
- ◆ **Cancellation and Rejection**
- ◆ **Protest Process**
- ◆ **Case Law**



Intellectual Property Rights

- ◆ **Public Domain**
- ◆ **§ 11-35-3840. Authorizes License of IT**
- ◆ **License, Ownership, Marketing Rights**
- ◆ **Fees, Royalties, Revenue Sharing**
- ◆ **Program-for-Hire**
- ◆ **License Agreements**
 - **Creating**
 - **Manufacturer's**
 - **Negotiating**
 - **Governing Law, Indemnification**
- ◆ **Escrow Agreements**



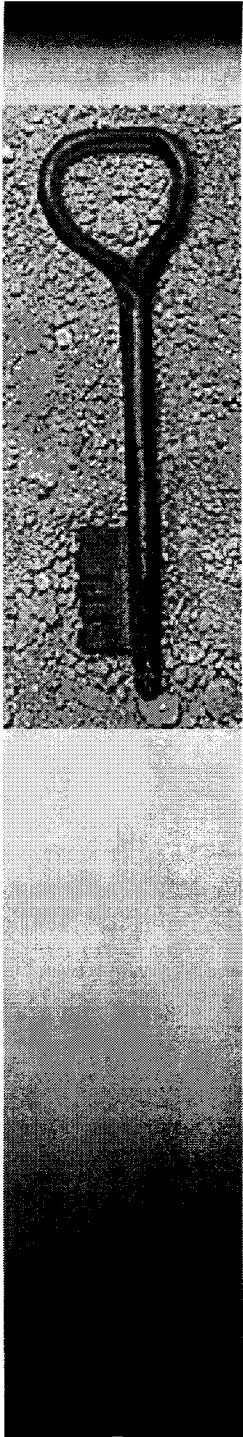
Common Law Employment

In any employee-independent contractor determination, all information that provides evidence of the degree of control and the degree of independence must be considered.

Facts that provide evidence of the degree of control and independence fall into three categories: behavioral control, financial control, and the type of relationship.

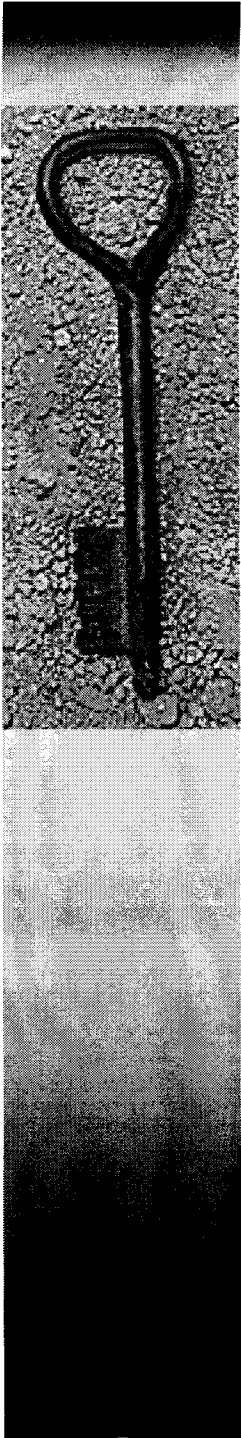
♦ Avoiding Common Law Employment

- Behavioral Control
 - *Instructions the business gives the worker*
 - *Training the business gives the worker*
- Financial control
 - *The extent to which the worker has unreimbursed business expenses*
 - *The extent of the worker's investment*
 - *The extent to which the worker makes services available to the relevant market*
- How the business pays the worker
- *The extent to which the worker can realize a profit or loss*
- Type of relationship



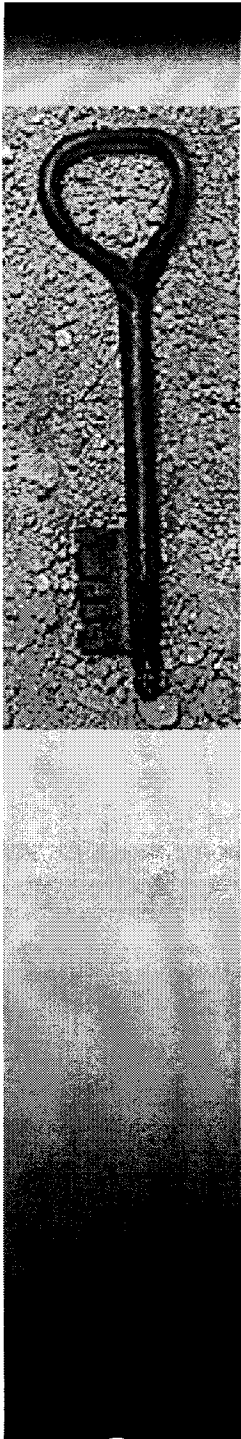
IT Procurement Leasing

- ◆ **Solicitation vs. Standard Equipment Agreement**
- ◆ **Lessor's Standard Lease Form**
- ◆ **State Treasurer's Lease Register**
- ◆ **Lease Terms**
- ◆ **Property Taxes**
- ◆ **Analyzing the Leases**
 - **Lease vs. Purchase**
 - **Capital vs. Operational**



Outsourcing

- ◆ **Outsourcing vs. Offshoring**
- ◆ **Service Level Agreements**
- ◆ **Deliverables**
- ◆ **Data Ownership and Security**
- ◆ **Problems**
 - **Time Zone Differences**
 - **Language Barriers**
 - **Cultural Differences**



Financial Analysis

◆ Business Plans

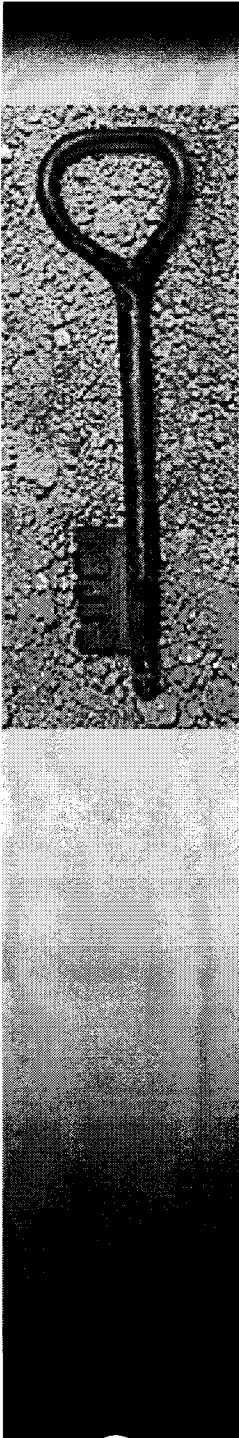
- Risk Analysis, Risk Mitigation, Risk Sharing
- Financing Options, Cost Analysis

◆ Income Statements, Cash Flow Statements, Balance Sheets

- Liquidity, Leverage, Profitability, Debt Rating

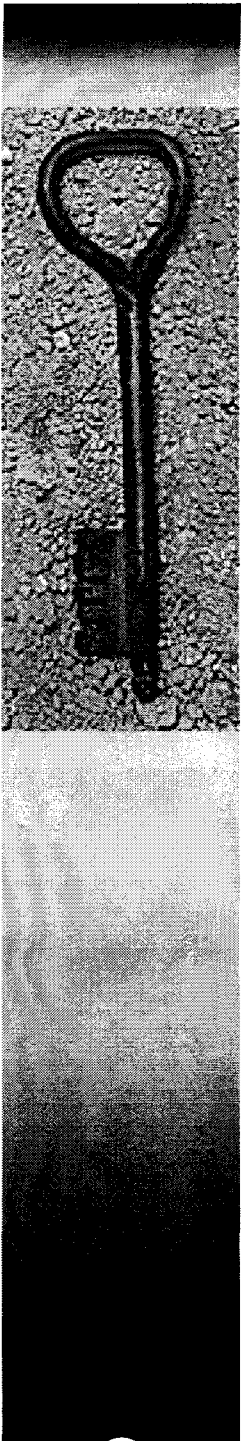
◆ Protecting Against Bankruptcy

◆ Limited Liability Corporations (LLC)



Applying Technology

- ◆ Online Bidding
- ◆ Reverse Auctioning
- ◆ Online Requisitioning
- ◆ Posting to Internet
 - Approved as newspaper of general circulation
- ◆ Electronic Archive and Storage



**We Make Government Better
Through Innovative Procurements**

1/19/2005

11

APPENDIX G

ITMO PROCUREMENT OFFICER'S CAREER TRAINING RECORD FOR THE INFORMATION TECHNOLOGY MANAGEMENT OFFICE

Purpose

The Information Technology Management Office (ITMO) recognizes that the contribution of its Procurement Officers can be greatly enhanced through participation in continued professional training. Toward this end, ITMO has established the Procurement Officer Training Program. This program has three main purposes:

- First, the program ensures that a Procurement Officer's professional development is properly structured to promote growth in both professional and technical areas thereby attempting to maximize a Procurement Officer's contribution to the organization and its mission.
- Second, this Program makes available to the Procurement Officer an avenue for continued professional procurement training designed and authorized by the Information Technology Management Chief Procurement Officer.
- Finally, this Program provides the professional and technical areas with a method to record professional and technical training. This record of training will assist the Procurement Officer in structuring their career goals. This record of training will assist managers and supervisors with an easy and convenient method for designing/customizing training for each Procurement Officer recognizing their individual talents, skills and career goals.

Description

The Procurement Officer Training Program includes a combination of technical and professional training courses which have been designed by the Chief Procurement Officer to foster achievement of the organization's mission and to ensure staff competencies in both current and future work assignments. The Chief Procurement Officer recognizes this Program must be supplemented by seminars, conferences and special courses resulting from new projects and/or assignments. The Chief Procurement Officer will make every effort to add, modify and delete courses in order to meet the core needs of the organization, its staff and customers.

Goal

ITMO's goal is to provide each Procurement Officer with Certification, Review and Supplemental Training. This will consist of a combination of professional and technical training. This training will be based upon the Career Training Plan developed by the Procurement Officer and his/her supervisor. This training will consist of courses in various formats including classroom instruction, eeb-based training, computer-based training, etc.

Developing a Career Training Plan

The Procurement Officer Training Program includes training courses in the following categories:

- ◆ Core courses for all ITMO Procurement Officers,
- ◆ Elective courses for all ITMO Procurement Officers,

Core courses for all ITMO Procurement Officers - One of the primary responsibilities of the Chief Procurement Officer will be to identify the training courses to be taken by all ITMO Procurement Officers. This is training in key areas considered to be essential to providing excellent service to ITMO's customers. A large majority of this training is the Certification Training in Levels I, II and III. Additional Review and Supplemental training will be recorded on the table below:

**ITMO PROCUREMENT OFFICER'S
CAREER TRAINING RECORD**

Course	Trainer Speaker	Type of Training	Course Credit Hours	Date Completed
Levels I		Certification		
Levels II		Certification		
Levels III		Certification		

The Information Technology Management Office's

Procurement Officer's Training Program

Level I Test Cover Sheet

Trainee's Statement:

I certify that I have received and completed all of the Training Task Items for the ITMO Procurement Core Competencies for Level I, and that I am prepared to take the ITMO Procurement Core Competencies' Test for Level I.

Name: _____

Date: _____

Trainer's Statement:

I certify that I have provided all of the Training Task Items for the ITMO Procurement Core Competencies for Level I, to the highest Training Objective and that

_____ is prepared to take the ITMO Procurement Core Competencies' Test for Level I.

Name: _____

Date: _____

The Information Technology Management Office's

Procurement Officer's Training Program

Level II Test Cover Sheet

Trainee's Statement:

I certify that I have received and completed all of the Training Task Items for the ITMO Procurement Core Competencies for Level II, and that I am prepared to take the ITMO Procurement Core Competencies' Test for Level II.

Name: _____

Date: _____

Trainer's Statement:

I certify that I have provided all of the Training Task Items for the ITMO Procurement Core Competencies for Level II, to the highest Training Objective and that

_____ is prepared to take the ITMO Procurement Core Competencies' Test for Level II.

Name: _____

Date: _____

The Information Technology Management Office's

Procurement Officer's Training Program

Level III Test Cover Sheet

Trainee's Statement:

I certify that I have received and completed all of the Training Task Items for the ITMO Procurement Core Competencies for Level III, and that I am prepared to take the ITMO Procurement Core Competencies' Test for Level III.

Name: _____

Date: _____

Trainer's Statement:

I certify that I have provided all of the Training Task Items for the ITMO Procurement Core Competencies for Level III, to the highest Training Objective and that

_____ is prepared to take the ITMO Procurement Core Competencies' Test for Level III.

Name: _____

Date: _____

The Information Technology Management Office's

Procurement Officer's Training Program

Procurement Core Competencies' Test Summary Score Sheet

Trainee: _____

1. Procurement Core Competencies for Level I, General Provisions, Stand Operating Procedure, Freedom of Information Act, Contract Administration Reporting, Case Law and the Advanced Procurement System
Test taken on _____ score _____.
2. Procurement Core Competencies for Level II, Financial Analysis, Leasing and Negotiations, Test taken on
_____ score _____.
3. Procurement Core Competencies for Level III, Intellectual Property and Software Test taken on
_____ score _____.

Average Score: _____

**THE INFORMATION TECHNOLOGY
MANAGEMENT OFFICE
PROCUREMENT OFFICER's
LEVEL I
TRAINING PROGRAM**

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1. TRAINING PROGRAM PURPOSE

This Training Program is to document the training received by the Information Technology Management Office's (ITMO) Procurement Officer for **Level I procurements which are considered as Invitation for Sealed Bids in accordance with 11-35-1520, and Bid Procedures on Procurements not exceeding \$25,000, in accordance with 11-35-1550.** This training program ensures the ITMO Procurement Officer is properly trained on the myriad of responsibilities required in accordance with SC Code of Laws, SC Consolidated Procurement Code, best practices as derived from lessons learned from procurement protests and law as mandated from Case Law. This training program is an "ever-green" document, meaning that it is constantly changing and will be updated with additional training items and training references as the needs arise.

This Information Technology Procurement Training is required in accordance with 11-35-1580, Information Technology Procurements and the Chief Procurement Officer (CPO). This Information Technology Procurement Training is also necessary to ensure the Procurement Officers assigned to ITMO are the best trained Procurement Officers in the State and proficient with the latest best practices in the Information Technology Procurement career field. In this age of reduced funding, perhaps, one of the most significant reasons for this Information Technology Procurement Training is the need for ITMO's Procurement Officers to ensure that the State receives the best value for the public funds expended through accurate, efficient and effective contracts the first time.

2. TRAINING OBJECTIVE, TYPES OF TRAINING and TESTING

A. The Training Objective: Training may be conducted at a cognitive (intellectual, knowledge, retention of data/information) level. Training may be conducted at a behavior (practical/demonstration) skill level with a desired measurable outcome required before the training can be certified as being successfully completed. All of the Training Tasks will require the Trainee to pass a written knowledge test (measurable results). Some of the Training Tasks may require the Trainee to demonstrate a required level of proficiency during a performance based test (measurable results). The Trainer is to instruct and teach the Trainee from the "unknown" to the "known." The Trainer is to instruct and teach the Trainee how to perform each task to the 100% accuracy and completion level. This training concept's practical application is explained further. The Information Technology Procurement Officer's work "skill sets" is highly complex and ever increasing due to frequent changes in technology and Case Law (protest, administrative review hearings, county court cases, the Fifth Judicial Circuit Cases and even US Supreme Court decisions.) The following Training Objectives (Subject Knowledge Levels, Task Knowledge Levels and Task Performance Levels) list the levels of training. The Information Technology Procurement Officer's Training Objective must be at the highest level:

Subject Knowledge Levels:

1. **Can evaluate conditions and make proper decision about the subject(s). (Evaluation)**
2. Can analyze facts and principles and draw conclusions about the subject(s). (Analysis)
3. Can identify relationships of basic facts and state general principles about the subject(s). (Principles)
4. Can identify basic facts and terms about the subject(s). (Facts)

Task Knowledge Levels:

1. **Can predict, isolate and resolve problems about the task(s). (Advanced Theory)**
2. Can identify why and when the task(s) must be done and why each step is needed. (Operating Principle)
3. Can determine step by step procedures for doing the task(s). (Procedures)
4. Can name parts and simple facts relating to the task(s). (Awareness)

Task Performance Levels:

1. **Can do the complete task quickly and accurately. Can inform and demonstrate to others how to perform the task(s). (Highly Proficient)**
2. Can do all functions of the tasks. (Competent)
3. Can do most of the functions of the task(s). Needs only a spot check to complete the work. (Partially Proficient)
4. Can do simple functions of the task(s). Needs to be instructed, monitored and followed-up with to ensure the task is completed. (Extremely Limited)

If these Training Objectives are not conducted nor met at the highest level, then there is potential for:

- increases in protest,
- increases in agencies not receiving the correct item the first time, on time and on schedule,
- a decrease in ITMO's ability to provide increased economy in State procurement activities,
- a decrease in ITMO's ability to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the State,
- a decrease on Negotiated Savings for the State with information technology management procurements,
- a decrease on the Return of Investment for the State's total cost of doing business in the information technology environment,
- a decrease in compliance of the procurement regulations and law.

This training program is created to prevent the above actions from occurring.

B. Types of Training:

1. Certification Training: This training program is designed for ITMO Procurement Officer Certification. After successful completion of this procurement training program the ITMO Procurement Officer will be certified to conducted pre and post-procurement activities within ITMO's responsibilities as designated in the SC Consolidated Procurement Code and Regulations, and as designated in delegated procurement authority responsibilities by the Information Technology Management Chief Procurement Officer.

2. Review Training: This training is designed and designated for specific training task(s) that require periodic review such as monthly, quarterly or annually.

3. Supplemental Training: This training is designed and designated for specific training task(s) that are added to the training program, or required due to industry or legal modifications which will shape how ITMO will conduct its pre and post-procurement activities within ITMO.

C. Testing:

1. There will be a test administered after each ITMO Procurement Core Competency section is completed. In order to obtain the Information Technology Management Office's IT Procurement Officer's Certification the trainee must score at least 80% on all test.

3. "OPEN" and "CLOSED" TRAINING TASK ITEMS

a. "Open" Training Task Items: When the Trainer begins training on a specific Training Task, the Trainer and Trainee will document the "Date Training Started" and this will indicate that the item is "Open" for training. When the Trainee can perform each task indicated as "Open" accurately and completely with little to no assistance from the Trainer, then the task can be documented as "Closed." The Training Objective and any corresponding testing will be clear, objective, measurable, observable and compatible with the training provided. It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

b. "Closed" Training Task Items: After the Trainee has successfully completed the Written Test and when the Trainee has demonstrated that the Training Task can be performed accurately and consistently at the 100% completion level, then the Trainer and Trainee can document that the Training Task can be "Closed" for training.

c. The ITMO Procurement Manager will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for training completed under Levels I and II. If the ITMO Procurement Manager is not satisfied with the results of the training, the Training Task Item(s) will be reopened and additional training with new start and stop dates. The CPO will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for Level III training.

4. TRAINING REFERENCE MATERIAL

It is the Trainer's and Trainee's responsibility to ensure training reference materials are current, accurate and completely covered during the training. Examples of some of the Training References (TR) may be: SC Code of Laws, SC Consolidated Procurement Code, Case Law, and ITMO Standard Operating Procedure (SOP). It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

5. PROBLEMS WITH TRAINING

At any time during the training process should the Trainer or Trainee think that there is a problem in training; this situation shall be brought to the attention of the ITMO Procurement Manager. When a Trainee is experiencing trouble, or a Trainer has to consistently repeat a process with a Trainee, this may reflect a potential problem and this situation and its specific circumstances must be brought to the ITMO Procurement Manager's attention immediately.

6. ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION I, GENERAL PROVISIONS TRAINING TASK DOCUMENTATION

The following Level I, Procurement Core Competencies Subjects,

- The SC Consolidated Procurement Code and Regulations,
- ITMO's Standard Operating Procedure,
- Freedom of Information Act and Records Retentions,
- Contract Administration and Reporting,
- Case Law Code ,
- The Advanced Procurement System and
- Emergency Management

provide an overview of the subjects that are contained in this training program and are considered as the minimum essential Level I Core Competencies. These Core Competencies will be evaluated by the Trainer and the ITMO Procurement Manager before a Trainee will be authorized to conduct pre and post-procurement activities:

6.1 ITMO LEVEL I, THE SC CONSOLIDATED PROCUREMENT CODE AND REGULATIONS, TRAINING TASK DOCUMENTATION

This Training Task addresses 11-35-20, Purpose and Policies:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-30, Obligation of Good Faith:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to negotiation, contract performance, and contract controversy administration.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-40, Application of this Code:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to State requirements versus Federal Government requirements. The Trainee must understand the relationship of this paragraph to 19-445.2115.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-45, Payment for Goods and Services Received by the State:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the time frames listed in the subject paragraph, the application of when those time frames start, and this paragraph's relationship to any applicable Terms and Conditions in a solicitation.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-70, School District Subject to Consolidated Procurement Code; Exemption:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand if and when a solicitation from a School District would be processed by ITMO. The Trainee must understand the monetary, review and exception requirements in this paragraph.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-210, Determinations:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is multi-faceted, the Trainee must explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office, and understand the use of the words: "Determinations," "Findings," "governmental body," "official contract folder" and "sufficient detail to satisfy the requirements

of audit” and this paragraph’s relationship to 11-35-310, 11-35-1230, 1-35-2410, and SC Court of Appeals, Edward D. Sloan vs Greenville County, Opinion 3704.

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

This Training Task addresses 11-35-310, Definitions:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the use of all of the Definitions, however, special interest must be emphasized with sub-paragraphs (1), (4), (8), (9), (13), (14), (18), (20), (22), (23), (24), (26), (28), (29), (30), (31), (34), (35), and (36).

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

This Training Task addresses 11-35-410, Public Access to Procurement Information:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the meaning of “commercial or financial information obtained in response to a Request for Proposals,” “privileged and confidential information,” and examples of this type of information. The Trainee must understand the relationship of this paragraph to 11-35-1810 (3). Additionally, the trainee must know the State’s options if this information is not identified and this paragraph’s relationship to any applicable Terms and Conditions in a solicitation.

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	

Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-410, Public Access to Procurement Information and the information provided by Legal Counsel.

The Training Objective is for the Trainee to read and be aware of the following web link <http://www.state.sc.us/mmo/legal/lawmenu.htm>

And the services provided by Legal Counsel. Legal Counsel is an Assistant General Counsel with the State Budget and Control Board's Office of General Counsel. Legal counsel has been assigned to provide legal services for the General Services Division, Procurement Services Division, and State CIO Division.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-710, Exemptions:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the meaning of the use of the "Exceptions" and how the Exceptions relate to 11-35-4210, 11-35-4220, 11-35-4230, and 11-35-4410. The Trainee must also be aware that there are a number of Exemptions from the South Carolina Consolidated Procurement Code as authorized under §11-35-710 that apply specifically to the Division of the State CIO and ITMO. The CPO has provided his guidance on this subject in the ITMO SOP with Exemptions 55, 57, 109, 114, 118, and 131. Additionally, the Trainee must also know how to find the most current version of the Exemptions located at <http://www.state.sc.us/mmo/audit/audmenu.htm>

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	

ITMO Procurement Manager's Initials	
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This Training Task addresses 11-35-820, Creation of the Information Technology Management Office:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the meaning of the Information Technology Management Office and its relationship to "Information Technology" procurements. The Trainee must understand this paragraph's relationship to 11-35-1580.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-840, Delegation of Authority:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the meaning of: Delegated Authority, Statutory Law and the Law of Agency; see Black's Law Dictionary, Seventh Edition, for these definitions. Additionally, the trainee must know where to find and how to use the Delegated Authority as delegated by the CPO in the ITMO SOP.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1410, Definitions of Terms Used in Article 5, Source Selection and Contract Formation:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand the use of all of the Definitions, however, special interest must be emphasized with sub-paragraphs (2),

(3), (5), (6), and (7). The Trainee must understand the definitions for a “Responsible bidder or offeror” and a “Responsive bidder or offeror;” and this paragraph’s relationship to 11-35-1520 (13), 11-35-1810 and 19-445.2070(D).

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

This Training Task addresses 11-35-1510, Methods of Source Selection:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and understand what factors influence their decision to use one of the authorized Sources of Selection. What main factor influences the Procurement Officer’s decision process to select a Bid Source Selection over a Proposal Source Selection? The Trainee must understand this paragraph’s relationship to 11-35-210 and 11-35-2410.

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

This Training Task addresses 11-35-1520, Competitive Sealed Bidding:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with sub-paragraphs (1), (6), (7), (8), (10), (11), and (13). With respect to sub-paragraph (13), the Trainee must understand this paragraph’s relationship to 11-35-1410, 19-445.2030, 19-445.2070 (D), the definitions of “essential,” “material,” and “conform, and the acceptance and validity of electronic signatures with respect to the guidance provided in the SC Code of Laws 26-5-30, Supplement 2002.

Date Training Started	
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Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1524, Resident Vendor Preference:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraph (D).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1525, Competitive Fixed Price Bidding:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraph (1), (8) and (9).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	

ITMO Procurement Manager's Initials	
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This Training Task addresses 11-35-1528, Competitive Best Value Bidding:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraph (1), (5), and (7). Special emphasis must be placed paragraph (5) and the use of a "cost formula"; and paragraph (7) special emphasize must be placed on the presentation of information to be evaluated and the score sheet(s). To assist with this, training must be conducted on the ITMO SOP, Attachment 10, Evaluation Cost Techniques Methods of Determining Points Assigned for Cost.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1529, Competitive On-Line Bidding:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraph (1), (2), and (4).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1530, Competitive Sealed Proposals:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraphs (1), (3), (4), (5), (6), (7), and (8). With respect to paragraph (8), the Trainee must understand this paragraph's relationship to and lessons learned from the Protest of Carter Goble Associates versus State of SC, Procurement Review Panel Richland County Case No. 1989-25.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1540, Negotiations After Successful Competitive Sealed Bidding:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to and lessons learned from the Protest of Amdahl and IBM vs CPO, 1986-6.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1550, Bid Procedures on Procurements Not Exceeding Twenty-Five Thousand Dollars:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must explain and understand the use of this paragraph with special interest emphasized with paragraphs (1) and (2)(d) (4).

Date Training Started	
Trainer's Initials	

Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1560, Sole Source Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). The Trainee must understand this paragraph's relationship to 19-445.2140.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1570, Emergency Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the description of the requirements which allow an authorized Emergency Procurement.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1580, Information Technology Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 11-35-820, 11-35-1030 and 11-35-5220.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1710, Cancellation of Invitation for Bids or Request for Proposals:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 19-445.2065.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-1810, Responsibility of Bidders and Offerors:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 19-445.2125 and to 11-35-1410.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-2010, Types of Contracts; Contract Forms; Forms not needed for Smaller Contracts:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the requirements, approval and Determination required before certain types of contracts are solicited for and awarded.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-2030, Multi-Term Contracts:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 19-445.2135.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-2410, Finality of Determinations:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is multi-faceted, the Trainee must explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office, and to explain and understand the use of the words: "Determinations," "Findings," "governmental body," "official contract folder" and "sufficient detail to satisfy the requirements of audit" and this paragraph's relationship to 11-35-210, 11-35-310, 11-35-1230, and SC Court of Appeals, Edward D. Sloan vs Greenville County, Opinion 3704.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-2420, Reporting of Anticompetitive Practices:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-2430, Retention of Procurement Records:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to the taskings described in ITMO's SOP.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	

Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-3820, Allocation of Proceeds for the Sale or Disposal of Surplus Supplies:

The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 11-35-1580, 11-35-4020 and 19-445.2150. The Trainee must be aware of any State Term Contract dealing with this subject and the general application and use of any such contract.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-3830, Trade-in Sales:

The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to 11-35-840, 11-35-1580 and 11-35-4020.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-3840, Office of General Services authorized to License for Public Sale Certain Publications and Materials; Disposition of Proceeds:

The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to the SC Budget and Control Board, state agencies, colleges, grants received by professors and copyright benefits.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task Addresses 11-35-4210, Right To Protest Right To Protest; Procedure; Settlement Of Protest; Administrative Review And Decision; Notice Of Decision; Finality; Stay Of Procurement Pending; Exclusivity Of Remedy:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to and lessons learned from the Protest of Amdahl and IBM vs CPO, 1986-6 and Hitachi Data Systems Corporation vs Hugh K. Leatherman, 1991, and this paragraph's relationship to 11-35-4410.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4215, Posting of Bond or Irrevocable Letter of Credit:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, special attention must be directed to ensure the Trainee understands when to recommend application of this paragraph to the agency because of the potential cost to the agency.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4220, Authority to Debar or Suspend:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of post-procurement activities with specific interest related to the

responsibilities of the Information Technology Management Office. With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-4410.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4230, Authority to Resolve Contract and Breach of Contract Controversies:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, the Trainee must understand this paragraph's time frame requirements and this paragraph's relationship to 11-35-4210 and 11-35-4410. The Trainee must understand this paragraph's relationship to and lessons learned from Unisys Corporation vs SC Budget and Control Board, ITMO, Richland County Circuit Court Judge, Opinion No. 25342, Filed August 14, 2001, Child Support Enforcement System and the Procurement Review Panel's decision concerning this paragraph and 11-35-4230.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4310, Solicitations or Awards in Violation of the Law:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, the Trainee must understand the financial cost reimbursement potential of this paragraph to the agency.

Date Training Started	
Trainer's Initials	
Trainee's Initials	

Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4320, Contract Controversies:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. The Trainee must understand this paragraph's relationship to and lessons learned from Unisys Corporation vs SC Budget and Control Board, ITMO, Richland County Circuit Court Judge, Opinion No. 25342, Filed August 14, 2001, Child Support Enforcement System and the Procurement Review Panel's decision concerning this paragraph and 11-35-4230.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4330, Frivolous Protests:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4410, Procurement Review Panel:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-2410, 11-35-4210, 11-35-4230 and Hitachi Data Systems Corporation vs Hugh K. Leatherman, 1991.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4610, Definitions of Terms used in Article 19, Intergovernmental Relations:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-310.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4810, Cooperative Purchasing Authorized:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, special attention must be directed to ensure the Trainee understands when this paragraph's authority may be properly used and which Exemption if any apply to this paragraph.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-4880, Public Procurement Units in Compliance with Code Requirements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, special attention must be directed to ensure the Trainee understands when this paragraph's authority may be properly used.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 11-35-5220, Duties of the Chief Procurement Officers:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post-procurement activities with specific interest related to the responsibilities of the Information Technology Management Office. With respect to this paragraph, special attention must be directed to ensure the Trainee understands sub-paragraph (1) and (5) and the proper application of each sub-paragraph.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2000, State Procurement Regulations:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain the concepts of this paragraph with specific interest related to the responsibilities of the Information Technology Management Office and how the Regulations provide delineation to the Code.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	

Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2015, Ratification:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to explain the concepts of this paragraph with specific interest related to the responsibilities of the Information Technology Management Office, the Procurement Officer and how the Regulations provide delineation to the Code.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2030, Competitive Sealed Bidding – The Invitation for Bids:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2040, The Official State Government Publication:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). ITMO's Internet web site is an approved alternative means of central electronic advertising. With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2045, Receipt and Safeguarding of Bids:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2050, Bid Opening:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2055, Bid Acceptance and Bid Evaluation:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	

Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2060, Telegraphic Bids:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2065, Rejection of Bids:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520, 11-35-1710 and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2070, Rejection of Individual Bids:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 (13) and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095. Special interest must be emphasized with the following words: "essential," "unless," "conform," "Ordinarily," "should," "material," "the concept of "substance" versus "administrative" and Black's Law Dictionary meaning of the word "essential."

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2075, All or None Qualifications:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2085, Correction or Withdrawal of Bids; Cancellation of Awards:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 (7) and how the Regulations provide delineation to the Code. This paragraph also applies to Competitive Sealed Proposals per 19-445.2095.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2090, Award:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2095, Competitive Sealed Proposals:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1520 (2), 19-445.2040 and how the Regulations provide delineation to the Code.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2105, Sole Source Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1560.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	

Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2110, Emergency Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1570.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2115, Information Technology Procurements:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-40 and the SC Budget and Control Board's authority to secure all telecommunications equipment and services in accordance with 1-11-430.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2125, Responsibility of Bidders and Offerors:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1410 and 11-35-1810.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2135, Conditions for Use of Multi-Term Contracts:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-2030.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2140, Specifications:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-1560 and 19-445.2105.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2150, Surplus Property Management:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, special emphasis must be placed on paragraph G. With respect to this paragraph, the Trainee must understand this paragraph's relationship to 11-35-4020.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	

Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses 19-445.2152, Lease, Lease/Payment, Installation Purchase, and Rental of Personal Property:

The Trainee must read and understand the concepts of the entire paragraph. The Training Objective is for the Trainee to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). With respect to this paragraph, the Trainee must understand this paragraph's relationship to State's Standard Equipment Agreement form.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.2 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION II, ITMO's STANDARD OPERATING PROCEDURE

This Training Task addresses the SOP's Chapter One, Purpose and Organization:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Two, Procurement Authority, Responsibilities, Definitions, Exemptions, Agency Certification and Chief Procurement Officer's Delegations of Authority:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Three, ITMO Procurement and Contract Administration Responsibilities:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must

be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Four, Protest, Administrative Review and Appeal Processes:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Five, Contractor Complaints and Change Orders:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	

Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Six ITMO Retention Schedule and Cancellation of Solicitations:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Seven, Release of Information:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	

Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Eight, ITMO Business Continuity Program and Emergency Management:

The Trainee must read and understand the concepts of this entire chapter. The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s). An additional Training Reference will be the training conducted by the Emergency Management Division. The Procurement Officer will have to be able to operate the EMD reporting system.

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses the SOP's Chapter Nine, Solutions Based Solicitations:

The Training Objective is for the Trainee to understand the concepts and taskings associated with this chapter of the SOP and its associated attachments. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.3 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION III, FREEDOM OF INFORMATION ACT and RETENTION OF RECORDS

This Training Task addresses the FOIA Document Guide and the Retention of Records for Information Technology Management Office:

The Trainee must know how to ensure the procurement process is operating in a “fish bowl” environment for the public’s inspection if they so desire. The Training Objective is for the Trainee to understand ITMO’s SOP Chapter Seven and the process for responding to FOIA request, the retention of records in accordance with ITMO’s SOP and when and how to destroy records. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

6.4 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION IV, CONTRACT ADMINISTRATION and CONTRACT REPORTING

This Training Task addresses Contract Administration and Contract Reporting:

The Training Objective is for the Trainee to understand the concepts and taskings associated with Contract Administration in accordance with the Code’s legal and contractual remedies and ITMO’s SOP Chapter Three. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer’s Initials	
Trainee’s Initials	
Date Training Completed	
Trainer’s Initials	
Trainee’s Initials	
ITMO Procurement Manager’s Initials	

6.5 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION V, CASE LAW

This Training Task addresses Case Law and the lessons learned from the Amdahl & IBM 1986-6 case:

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Amdahl & IBM 1986-6 case before the SC Procurement Review Panel. The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Timely Protest, 11-35-4210
- Methods of Source Selection, 11-35-1510
- Determinations, 11-35-2410
- Brand name or equivalent, 19-445.2140
- Responsive Bidder/Offeror, 11-35-1410
- Negotiations must be finalized before award, 11-35-1520(10) and 11-35-1530(8)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the Carter Goble 1989-25 case:

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Carter Goble 1989-25 case before the SC Procurement Review Panel.

The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Determinations, 11-35-2410
- Responsive Bidder/Offeror, 11-35-1410
- Award, 11-35-1530(9)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the Industrial Sales 1993-11 case:

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Industrial Sales 1993-11 case before the SC Procurement Review Panel.

The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Determinations, 11-35-2410
- Responsive Bidder/Offeror, 11-35-1410
- Modifications of Requirements by Bidder/Offeror, 19-445.2070D. (5)
- Award, 11-35-1530(9)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the Andersen Consulting 1994-1 case:

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Andersen Consulting 1994-1 case before the SC Procurement Review Panel. The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Determinations, 11-35-2410
- Responsive Bidder/Offeror, 11-35-1410
- Negotiations, 11-35-1530(8)
- Modifications of Requirements by Bidder/Offeror, 19-445.2070D.
- Award, 11-35-1530(9)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the Hitachi vs Leatherman Docket No. 90-CP-40-4433.

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Hitachi vs Leatherman Docket No. 90-CP-40-4433 before the SC Procurement Review Panel. The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Right to Protest, 11-35-4210
- Jurisdiction of the Procurement Review Panel, 11-35-4410
- Question of the Procurement Review Panel's right to sua sponte
- The Procurement Review Panel's right to review written Determinations by the Chief Procurement Officer, 11-35-4210(6), 11-35-4210(5) and 11-35-4230(6)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the Unisys vs SC Budget and Control Board, SC Supreme Court Opinion Number 25342.

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of Unisys vs SC Budget and Control Board Opinion Number 25342 before the SC Supreme Court. The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Right to Protest, 11-35-4210
- Authority to Resolve Contract and Breach of Contract Controversies, 11-35-4230
- Exclusive means for remedy of Contract Controversies 11-35-4230
- The Procurement Review Panel's right to review written Determinations by the Chief Procurement Officer, 11-35-4210(6), 11-35-4210(5) and 11-35-4230(6)

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

This Training Task addresses Case Law and the lessons learned from the PS Energy vs the Material Management Offices' Chief Procurement Officer Case Number 2002-9.

The Training Objective is for the Trainee to understand the best practices as derived from lessons learned from the procurement protests of PS Energy vs MMO Chief Procurement Officer Case Number 2002-9 before the Procurement Review Panel. The Trainee should understand this protest's Determinations, Motions, and Conclusions of Law. Specific emphasis should be placed on the lessons learned and impact to:

- Right to Protest, 11-35-4210
- Responsive Bidder/Offeror, 11-35-1410
- Black's Law Dictionary of the definition for "Essential"
- Determinations, 11-35-2410, The Panel will not substitute its judgment for the judgment of the evaluators, who are often experts in their fields, or disturb their findings so long as the evaluators follow the requirements of the Procurement Code and the RFP, fairly consider all proposals, and are not actually biased.

The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.6 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION VI, ADVANCE PROCUREMENT SYSTEM (APS)

The Training Objective is for the Trainee to understand the APS screens and functions for each screen. The trainee must understand the relationship between the screens, the Code, ITMO's SOP and records retention. Specific emphasis should be place on which "Process Table" is selected for the APS utilization. The preferred method is the select "Process Table", options for Select, Display and Restart and select "All Steps." The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

**6.7 ITMO LEVEL I, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION VII, ITMO's
ROLE IN ASSISTING THE EMERGENCY MANAGEMENT DIVISION (EMD)**

This Training Task addresses ITMO's responsibilities as a procurement resource for Emergency Management:

The Trainee must understand ITMO's role as a supplemental personnel resource for the Emergency Management Division. In declared times of emergencies, the MMO will call upon ITMO's personnel to supplement MMO's personnel with 24 hour procurement coverage at the Emergency Management Division. An additional Training Reference will be the training conducted by the Emergency Management Division. The Procurement Officer will have to be able to operate the EMD reporting system. The Trainee must be able to evaluate conditions and make proper decision about the subject(s), predict, isolate and resolve problems about the task(s), accomplish the complete task(s) quickly and accurately and can inform and demonstrate to others how to perform the task(s).

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

**THE INFORMATION TECHNOLOGY
MANAGEMENT OFFICE
PROCUREMENT OFFICER's
LEVEL II
TRAINING PROGRAM**

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1. TRAINING PROGRAM PURPOSE

This Training Program is to document the training received by the Information Technology Management Office's (ITMO) Procurement Officer for Level II procurements which are considered as Competitive Sealed Proposals in accordance with 11-35-1530, and State Term Contracts. This training program ensures the ITMO Procurement Officer is properly trained on the myriad of responsibilities required in accordance with SC Code of Laws, SC Consolidated Procurement Code, best practices as derived from lessons learned from procurement protests and law as mandated from Case Law. This training program is an "ever-green" document, meaning that it is constantly changing and will be updated with additional training items and training references as the needs arise.

This Information Technology Procurement Training is required in accordance with 11-35-1580, Information Technology Procurements and the Chief Procurement Officer (CPO). This Information Technology Procurement Training is also necessary to ensure the Procurement Officers assigned to ITMO are the best trained Procurement Officers in the State and proficient with the latest best practices in the Information Technology Procurement career field. In this age of reduced funding, perhaps, one of the most significant reasons for this Information Technology Procurement Training is the need for ITMO's Procurement Officers to ensure that the State receives the best value for the public funds expended through accurate, efficient and effective contracts the first time.

2. TRAINING OBJECTIVE, TYPES OF TRAINING and TESTING

A. The Training Objective: Training may be conducted at a cognitive (intellectual, knowledge, retention of data/information) level. Training may be conducted at a behavior (practical/demonstration) skill level with a desired measurable outcome required before the training can be certified as being successfully completed. All of the Training Tasks will require the Trainee to pass a written knowledge test (measurable results). Some of the Training Tasks may require the Trainee to demonstrate a required level of proficiency during a performance based test (measurable results). The Trainer is to instruct and teach the Trainee from the "unknown" to the "known." The Trainer is to instruct and teach the Trainee how to perform each task to the 100% accuracy and completion level. This training concept's practical application is explained further. The Information Technology Procurement Officer's work "skill sets" is highly complex and ever increasing due to frequent changes in technology and Case Law (protest, administrative review hearings, county court cases, the Fifth Judicial Circuit Cases and even US Supreme Court decisions.) The following Training Objectives (Subject Knowledge Levels, Task Knowledge Levels and Task Performance Levels) list the levels of training. The Information Technology Procurement Officer's Training Objective must be at the highest level:

Subject Knowledge Levels:

1. Can evaluate conditions and make proper decision about the subject(s). (Evaluation)
2. Can analyze facts and principles and draw conclusions about the subject(s). (Analysis)
3. Can identify relationships of basic facts and state general principles about the subject(s). (Principles)
4. Can identify basic facts and terms about the subject(s). (Facts)

Task Knowledge Levels:

1. **Can predict, isolate and resolve problems about the task(s). (Advanced Theory)**
2. Can identify why and when the task(s) must be done and why each step is needed. (Operating Principle)
3. Can determine step by step procedures for doing the task(s). (Procedures)
4. Can name parts and simple facts relating to the task(s). (Awareness)

Task Performance Levels:

1. **Can do the complete task quickly and accurately. Can inform and demonstrate to others how to perform the task(s). (Highly Proficient)**
2. Can do all functions of the tasks. (Competent)
3. Can do most of the functions of the task(s). Needs only a spot check to complete the work. (Partially Proficient)
4. Can do simple functions of the task(s). Needs to be instructed, monitored and followed-up with to ensure the task is completed. (Extremely Limited)

If these Training Objectives are not conducted nor met at the highest level, then there is potential for:

- increases in protest,
- increases in agencies not receiving the correct item the first time, on time and on schedule,
- a decrease in ITMO's ability to provide increased economy in State procurement activities,
- a decrease in ITMO's ability to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the State,
- a decrease on Negotiated Savings for the State with information technology management procurements,
- a decrease on the Return of Investment for the State's total cost of doing business in the information technology environment,
- a decrease in compliance of the procurement regulations and law.

This training program is created to prevent the above actions from occurring.

B. Types of Training:

1. Certification Training: This training program is designed for ITMO Procurement Officer Certification. After successful completion of this procurement training program the ITMO Procurement Officer will be certified to conducted pre and post-procurement activities within ITMO's responsibilities as designated in the SC Consolidated Procurement Code and Regulations, and as designated in delegated procurement authority responsibilities by the Information Technology Management Chief Procurement Officer.

2. Review Training: This training is designed and designated for specific training task(s) that require periodic review such as monthly, quarterly or annually.

3. Supplemental Training: This training is designed and designated for specific training task(s) that are added to the training program, or required due to industry or legal modifications which will shape how ITMO will conduct its pre and post-procurement activities within ITMO.

C. Testing:

1. There will be a test administered after each ITMO Procurement Core Competency section is completed. In order to obtain the Information Technology Management Office's IT Procurement Officer's Certification the trainee must score at least 80% on all test.

3. "OPEN" and "CLOSED" TRAINING TASK ITEMS

a. "Open" Training Task Items: When the Trainer begins training on a specific Training Task, the Trainer and Trainee will document the "Date Training Started" and this will indicate that the item is "Open" for training. When the Trainee can perform each task indicated as "Open" accurately and completely with little to no assistance from the Trainer, then the task can be documented as "Closed." The Training Objective and any corresponding testing will be clear, objective, measurable, observable and compatible with the training provided. It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

b. "Closed" Training Task Items: After the Trainee has successfully completed the Written Test and when the Trainee has demonstrated that the Training Task can be performed accurately and consistently at the 100% completion level, then the Trainer and Trainee can document that the Training Task can be "Closed" for training.

c. The ITMO Procurement Manager will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for training completed under Levels I and II. If the ITMO Procurement Manager is not satisfied with the results of the training, the Training Task Item(s) will be reopened and additional training with new start and stop dates. The CPO will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for Level III training.

4. TRAINING REFERENCE MATERIAL

It is the Trainer's and Trainee's responsibility to ensure training reference materials are current, accurate and completely covered during the training. Examples of some of the Training References (TR) may be: SC Code of Laws, SC Consolidated Procurement Code, Case Law, and ITMO Standard Operating Procedure (SOP). It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

5. PROBLEMS WITH TRAINING

At any time during the training process should the Trainer or Trainee think that there is a problem in training; this situation shall be brought to the attention of the ITMO Procurement Manager. When a Trainee is experiencing trouble, or a Trainer has to consistently repeat a process with a Trainee, this may reflect a potential problem and this situation and its specific circumstances must be brought to the ITMO Procurement Manager's attention immediately.

6. ITMO LEVEL II, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION I, GENERAL PROVISIONS TRAINING TASK DOCUMENTATION

The following Level II, Procurement Core Competencies Subjects,

- Financial Analysis of an Offeror's Financial Reports,
- Leasing Options,
- The Art of Negotiations,
- Service Contracts, and
- the SC Consolidated Procurement Code and Regulation as it relates to the above Core Competencies

provide an overview of the subjects that are contained in this training program and are considered as the minimum essential Level II Core Competencies. These Core Competencies will be evaluated by the Trainer and the ITMO Procurement Manager before a Trainee will be authorized to conduct pre and post-procurement activities:

6.1 ITMO LEVEL II, FINANCIAL ANALYSIS OF AN OFFEROR'S FINANCIAL REPORTS, TRAINING TASK DOCUMENTATION

This Training Task addresses Financial Analysis of an Offeror's Financial Reports:

The Procurement Officer must ensure that all due diligence in regards to an Offeror's Responsibility has been performed prior to the Procurement Officer awarding a contract. We have already discussed 19-445.2125, Responsibility of Bidders and Offerors and the requirements of that paragraph, but this training address the Offeror's Financial Reports. The Trainee must have more than a basic understand of audited financial reports and K-10s and other financial documents. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post procurement activities.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.2 ITMO LEVEL II, LEASING OPTIONS, TRAINING TASK DOCUMENTATION

This Training Task addresses Leasing Options:

The Trainee must have more than a basic understand of leases and the different types of leases. The Trainee must have more than a basic understanding of leasing and it pros and cons. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post procurement activities. Black's Law Dictionary, seventh edition provides an excellent training resource and reference training material for this Training Task. The following key points are provided for training:

- The Procurement Officer must ensure that a Cost Analysis has been performed to consider the pros and cons of Leasing versus Buying.
- Leasing will create a need for mandatory rotation of technology on the negotiated lease cycle dates. This mandatory rotation will require a function (line and staff operation) of transition from the older technology to the newer technology.
- The "trickle down" effect of transferring the older technology to another section, department, and agency must be considered. If financial strength of the agency is such that the entire agency can receive the new technology, then the "tickle down" effect and maintaining the older technology is eliminated.
- This scenario can reduce maintenance and staff cost.
- With Leasing Options an agency could always be operating the latest technology. This is an important feature because it can provide an environment for increased productivity.
- Standardized software "rollouts" would also have a positive effect upon the productivity of an agency.
- The agency could avoid the capital expenditures for equipment which would be depreciating.
- With Leasing Options an agency would avoid the costly problem of properly disposing of outdated technology.
- Leasing can provide for a more stable budgetary environment of known cost for a specified time frame without the peaks of replacing older technology, in which most agency have to borrow funds to pay for wholesale upgrades for their agency.
- Leasing can provide for increased technology "up-times" verses increased "down-times."
- Leasing can provide for increased morale because the employee feels valued that he agency provides them with the latest technology. Technology inequity among the staff is perpetuate when an agency is upgrades when it has the funds.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.3 ITMO LEVEL II, THE ART OF NEGOTIATIONS, TRAINING TASK DOCUMENTATION

This Training Task addresses The Art of Negotiations:

We have already discussed the Code and Regulations' requirements in accordance with 11-35-1520(10), Award and 11-35-1530 (9), Award; but this training address the art and skills required to conduct a successful negotiation. The Trainee must have more than a basic understand of negotiations and impact a good negotiator can have on the final award.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

6.4 ITMO LEVEL II, SERVICES CONTRACTS, TRAINING TASK DOCUMENTATION

This Training Task addresses Services Contracts:

The Trainee must understand the concepts of and the proper use of a Services Contract. The Training Objective is for the Trainee to explain and understand the use of all of the Definitions connect to Services, such as 11-35-45, 11-35-310 (1), (11), (20), (24), (28), (29), 35), and (36). The Trainee must understand the proper use of Services in relationship to 11-35-1270, 11-35-1410, 11-35-1520, 11-35-1525, 11-35-1528, 11-35-1530, 11-35-1560, 11-35-1580, 11-35-2010, 11-35-2030, 11-35-4210, 11-35-4410, 11-35-4810, 19-445.2025, and 19-445.2095.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
ITMO Procurement Manager's Initials	

**THE INFORMATION TECHNOLOGY
MANAGEMENT OFFICE
PROCUREMENT OFFICER's
LEVEL III
TRAINING PROGRAM**

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1. TRAINING PROGRAM PURPOSE

This Training Program is to document the training received by the Information Technology Management Office's (ITMO) Procurement Officer for Level III procurements which is Software Agreements and Intellectual Property Rights which may be initiated through a variety of Source Selection Methods as outlined in 11-35-1510. This training program ensures the ITMO Procurement Officer is properly trained on the myriad of responsibilities required in accordance with SC Code of Laws, SC Consolidated Procurement Code, best practices as derived from lessons learned from procurement protests and law as mandated from Case Law. This training program is an "ever-green" document, meaning that it is constantly changing and will be updated with additional training items and training references as the needs arise.

This Information Technology Procurement Training is required in accordance with 11-35-1580, Information Technology Procurements and the Chief Procurement Officer (CPO). This Information Technology Procurement Training is also necessary to ensure the Procurement Officers assigned to ITMO are the best trained Procurement Officers in the State and proficient with the latest best practices in the Information Technology Procurement career field. In this age of reduced funding, perhaps, one of the most significant reasons for this Information Technology Procurement Training is the need for ITMO's Procurement Officers to ensure that the State receives the best value for the public funds expended through accurate, efficient and effective contracts the first time.

2. TRAINING OBJECTIVE, TYPES OF TRAINING and TESTING

A. The Training Objective: Training may be conducted at a cognitive (intellectual, knowledge, retention of data/information) level. Training may be conducted at a behavior (practical/demonstration) skill level with a desired measurable outcome required before the training can be certified as being successfully completed. All of the Training Tasks will require the Trainee to pass a written knowledge test (measurable results). Some of the Training Tasks may require the Trainee to demonstrate a required level of proficiency during a performance based test (measurable results). The Trainer is to instruct and teach the Trainee from the "unknown" to the "known." The Trainer is to instruct and teach the Trainee how to perform each task to the 100% accuracy and completion level. This training concept's practical application is explained further. The Information Technology Procurement Officer's work "skill sets" is highly complex and ever increasing due to frequent changes in technology and Case Law (protest, administrative review hearings, county court cases, the Fifth Judicial Circuit Cases and even US Supreme Court decisions.) The following Training Objectives (Subject Knowledge Levels, Task Knowledge Levels and Task Performance Levels) list the levels of training. The Information Technology Procurement Officer's Training Objective must be at the highest level:

Subject Knowledge Levels:

1. **Can evaluate conditions and make proper decision about the subject(s). (Evaluation)**
2. Can analyze facts and principles and draw conclusions about the subject(s). (Analysis)
3. Can identify relationships of basic facts and state general principles about the subject(s). (Principles)
4. Can identify basic facts and terms about the subject(s). (Facts)

Task Knowledge Levels:

1. **Can predict, isolate and resolve problems about the task(s). (Advanced Theory)**
2. Can identify why and when the task(s) must be done and why each step is needed. (Operating Principle)
3. Can determine step by step procedures for doing the task(s). (Procedures)
4. Can name parts and simple facts relating to the task(s). (Awareness)

Task Performance Levels:

1. **Can do the complete task quickly and accurately. Can inform and demonstrate to others how to perform the task(s). (Highly Proficient)**
2. Can do all functions of the tasks. (Competent)
3. Can do most of the functions of the task(s). Needs only a spot check to complete the work. (Partially Proficient)
4. Can do simple functions of the task(s). Needs to be instructed, monitored and followed-up with to ensure the task is completed. (Extremely Limited)

If these Training Objectives are not conducted nor met at the highest level, then there is potential for:

- increases in protest,
- increases in agencies not receiving the correct item the first time, on time and on schedule,
- a decrease in ITMO's ability to provide increased economy in State procurement activities,
- a decrease in ITMO's ability to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the State,
- a decrease on Negotiated Savings for the State with information technology management procurements,
- a decrease on the Return of Investment for the State's total cost of doing business in the information technology environment,
- a decrease in compliance of the procurement regulations and law.

This training program is created to prevent the above actions from occurring.

B. Types of Training:

1. Certification Training: This training program is designed for ITMO Procurement Officer Certification. After successful completion of this procurement training program the ITMO Procurement Officer will be certified to conducted pre and post-procurement activities within ITMO's responsibilities as designated in the SC Consolidated Procurement Code and Regulations, and as designated in delegated procurement authority responsibilities by the Information Technology Management Chief Procurement Officer.

2. Review Training: This training is designed and designated for specific training task(s) that require periodic review such as monthly, quarterly or annually.

3. Supplemental Training: This training is designed and designated for specific training task(s) that are added to the training program, or required due to industry or legal modifications which will shape how ITMO will conduct its pre and post-procurement activities within ITMO.

C. Testing:

1. There will be a test administered after each ITMO Procurement Core Competency section is completed. In order to obtain the Information Technology Management Office's **IT Procurement Officer's Certification** the trainee must score at least 80% on all test.

3. "OPEN" and "CLOSED" TRAINING TASK ITEMS

a. "Open" Training Task Items: When the Trainer begins training on a specific Training Task, the Trainer and Trainee will document the "Date Training Started" and this will indicate that the item is "Open" for training. When the Trainee can perform each task indicated as "Open" accurately and completely with little to no assistance from the Trainer, then the task can be documented as "Closed." The Training Objective and any corresponding testing will be clear, objective, measurable, observable and compatible with the training provided. It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

b. "Closed" Training Task Items: After the Trainee has successfully completed the Written Test and when the Trainee has demonstrated that the Training Task can be performed accurately and consistently at the 100% completion level, then the Trainer and Trainee can document that the Training Task can be "Closed" for training.

c. The CPO will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for training completed under Levels I and II. If the CPO is not satisfied with the results of the training, the Training Task Item(s) will be re-opened and additional training with new start and stop dates. The CPO will review each completed Training Task signed off as "Closed" with the Trainer and Trainee for Level III training.

4. TRAINING REFERENCE MATERIAL

It is the Trainer's and Trainee's responsibility to ensure training reference materials are current, accurate and completely covered during the training. Examples of some of the Training References (TR) may be: SC Code of Laws, SC Consolidated Procurement Code, Case Law, and ITMO Standard Operating Procedure (SOP). It is the Trainers and Trainee's responsibility to ensure quality training is being conducted and received.

5. PROBLEMS WITH TRAINING

At any time during the training process should the Trainer or Trainee think that there is a problem in training; this situation shall be brought to the attention of the CPO. When a Trainee is experiencing trouble, or a Trainer has to consistently repeat a process with a Trainee, this may reflect a potential problem and this situation and its specific circumstances must be brought to the CPO's attention immediately.

6. ITMO LEVEL III, PROCUREMENT CORE COMPETENCIES SUBJECTS, SECTION I, GENERAL PROVISIONS TRAINING TASK DOCUMENTATION

The following Level III, Procurement Core Competencies Subjects,

- Software Agreements,
- Intellectual Property Rights and
- the SC Consolidated Procurement Code and Regulation as it relates to the above Core Competencies

provide an overview of the subjects that are contained in this training program and are considered as the minimum essential Level III Core Competencies. Level III is perhaps the most complex information technology procurements the ITMO Procurement Officer will award. This certification is reserved for the most highly qualified Procurement Officers. This certification has the potential to affect the very heart of an agency's mission and therefore it is not awarded lightly. These Core Competencies will be evaluated by the Trainer and the CPO before a Trainee will be authorized to conduct pre and post-procurement activities.

6.1 ITMO LEVEL III, SOFTWARE AGREEMENTS, TRAINING TASK DOCUMENTATION

This Training Task addresses Software Agreements:

The Procurement Officer must ensure that all due diligence in regards to the State's liabilities has been reduced if not eliminated with a procurement which deals with a Software Agreement. The complete understanding of the State's Terms and Conditions is mandatory and must have flawlessly been exhibited in the Procurement Officer's past contracts. The Trainee must have more than a basic understand of Software Agreements and other legal documents. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post procurement activities.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
CPO's Initials	

6.2 ITMO LEVEL III, INTELLECTUAL PROPERTY RIGHTS, TRAINING TASK DOCUMENTATION

This Training Task addresses Intellectual Property Rights:

The Procurement Officer must ensure that all due diligence in regards to the State's liabilities has been reduced if not eliminated with a procurement which deals with a Intellectual Property Rights. The complete understanding of the State's Terms and Conditions is mandatory and must have flawlessly been exhibited in the Procurement Officer's past contracts. The

Trainee must have more than a basic understand of Intellectual Property Rights and other legal documents. The Training Objective is for the Trainee to explain and demonstrate these concepts in the application of pre and post procurement activities.

Mike, I need your Training References here, what professional reading do you want us to review?

Date Training Started	
Trainer's Initials	
Trainee's Initials	
Date Training Completed	
Trainer's Initials	
Trainee's Initials	
CPO's Initials	

**State Budget and Control Board
Division of the State CIO
Information Technology Management Office**

Let it be known that after successfully completing 112.5 hours of rigorous study and maintaining an overall average of 80 percent or better on all of the Procurement Officer's Level I Testing Criteria, this certificate signifies that

has successfully obtained the Information Technology Management Office's

**PROCUREMENT OFFICER'S
LEVEL I
CERTIFICATION TRAINING PROGRAM**

And is hereby authorized to conduct Information Technology Management Procurements at the Level I certification. Given this day January 31, 2005 by the Information Technology Management Chief Procurement Officer, Michael B. Spicer.



